

File No. 221028

Committee Item No. 5

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date November 30, 2022

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER (Use back side if additional space is needed)

- Public Works Order No. 207042
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa

Date November 22, 2022

Completed by: Brent Jalipa

Date \_\_\_\_\_

1 [Accept and Expend Grant - State of California General Fund Grant - Improvements for  
2 Japantown Peace Plaza, Buchanan Center Mall - \$5,000,000]

3 **Resolution approving the acceptance of \$5,000,000 of General Fund Grant funds from**  
4 **the State of California for the planning, design, and construction of physical**  
5 **improvements and enhancements to the Japantown Peace Plaza at the Buchanan**  
6 **Center Mall; making certain certifications required to receive the funds; authorizing**  
7 **Public Works and other City departments to expend such funds for this project for the**  
8 **project period of October 2022 through March 2026; and affirming the Planning**  
9 **Department’s determination under the California Environmental Quality Act.**

10  
11 WHEREAS, On or about September 23, 2021, California Governor Gavin Newsom  
12 approved the California Budget Act of 2021, which included an allocation of \$5,000,000 for  
13 local assistance to the City and County of San Francisco (“Grantee” or “agency”) for the  
14 planning, design, and construction of improvements to the Peace Plaza at Buchanan Mall  
15 (“project”), a culturally significant public plaza in the heart of San Francisco’s Japantown  
16 district; and

17 WHEREAS, The General Fund Specified Development and Acquisition Grant is  
18 administered by the state of California’s Natural Resources Agency, which restores, protects  
19 and manages the state’s natural, historical and cultural resources for current and future  
20 generations by using creative approaches and solutions based on science, collaboration and  
21 respect for all the communities and interests involved; and

22 WHEREAS, The project would focus on three main priorities: 1) enhancing accessibility  
23 of the mall for seniors and people with disabilities and limited mobility, 2) rehabilitating the  
24 existing Ruth Asawa fountains, and 3) supporting the business community by embellishing the  
25

1 sense of cultural authenticity and enhancing the commercial edges of the mall; and

2 WHEREAS, Following Grantee’s completion of the planning, community outreach, and  
3 design phases, the project may include repaving the side walkways, planting more trees,  
4 landscaping with culturally relevant plants, and enhancing the existing historic public art,  
5 including historic fountains, cobblestone river and the Torii gate, with new, complementary  
6 public art; encouraging businesses to provide outdoor seating and displays along the  
7 storefronts; and utilizing new energy- and water-efficient technologies to light the plaza and  
8 maintain the fountains; and

9 WHEREAS, Grantee, acting by and through the Department of Public Works  
10 (“Department”) and the Planning Department, has developed a project budget and has  
11 reviewed the grant agreement provided by the California Natural Resources Agency (“Grant  
12 Agreement”); and

13 WHEREAS, The project budget covered by the grant includes \$652,000 for Indirect  
14 costs; and

15 WHEREAS, The Legislature and Governor of the State of California have approved a  
16 grant for the project shown above; and

17 WHEREAS, The California Natural Resources Agency has been delegated the  
18 responsibility for the administration of the grant project, setting up necessary procedures; and

19 WHEREAS, Said procedures established by the California Natural Resources Agency  
20 require the Grantee to certify by resolution the approval of a Project Information Package  
21 before submission of said package to the State; and

22 WHEREAS, The Grantee will enter into an agreement with the State of California for  
23 the above project; and

24 WHEREAS, In Public Works Order No. 207042, on file with the Clerk of the Board of  
25 Supervisors in File No. 221028, the Director of the Department stated it had reviewed the

1 project's Project Information Form, the Grant Agreement, and the California Natural  
2 Resources Agency's Procedural Guide for General Fund Specified Development and  
3 Acquisition Grant Projects ("Procedural Guide") (together the "Grant Documents," all on file  
4 with the Clerk of the Board of Supervisors in File No. 221028); and

5 WHEREAS, As set forth in Public Works Order No. 207042, the Department has: 1)  
6 recommended that the Board of Supervisors ("Board") approve the acceptance of a general  
7 fund allocation for local assistance for the project; 2) certified that the Department  
8 understands the assurances and certification in the Project Information Form; 3)  
9 recommended that the Board certify that the City would have sufficient funds to develop,  
10 operate, and maintain the project consistent with the land tenure requirements of the Grant  
11 Agreement, or would secure the resources to do so; 4) recommended that the Board certify  
12 that the City would comply with the provisions of Section 1771.5 of the California Labor Code;  
13 5) certified that the Department has reviewed and understands the General Provisions  
14 contained in the sample Grant Agreement contained in the Procedural Guide; 6)  
15 recommended that the Board certify that the project would comply with any laws and  
16 regulation including, but not limited to, the California Environmental Quality Act ("CEQA"),  
17 legal requirements for building codes, health and safety codes, disabled access laws,  
18 environmental laws and, that prior to commencement of construction, all applicable licenses  
19 and permits will have been obtained; and 7) recommended that the Board appoint the  
20 Department's project manager for the project as agent to conduct all negotiations, execute  
21 and submit all documents including, but not limited to the Project Information Form,  
22 agreements, payment requests and so on, which may be necessary for the completion of the  
23 aforementioned project; and

24 WHEREAS, In Public Works Order No. 207042, the Director of the Department  
25 requested and recommended that the Board of Supervisors approve this resolution and

1 authorize the Department to enter into the Grant Agreement on behalf of the City, and to  
2 authorize the Department and the Clerk of the Board to take further actions, as may be  
3 deemed necessary by the California Natural Resources Agency before the Department or any  
4 other City department may accept and expend the grant funds for the project; now, therefore  
5 be it

6 RESOLVED, That San Francisco Public Works is hereby authorized to accept and  
7 expend up to \$5,000,000 of General Fund Grant funds from the State of California for the  
8 project described above; and, be it

9 FURTHER RESOLVED, That the Board of Supervisors hereby:

10 1. Accepts the recommendations, certifications, and determinations of the Department  
11 as set forth in Public Works Order No. 207042 and adopts the Department's certifications and  
12 determinations as its own; and

13 2. Certifies that said agency understands the assurances and certification in the  
14 Project Information Form; and

15 3. Certifies that said agency will have sufficient funds to develop, operate and maintain  
16 the project consistent with the land tenure requirements of the Grant Agreement; or will  
17 secure the resources to do so; and

18 4. Certifies that said agency will comply with the provisions of Section 1771.5 of the  
19 California Labor Code; and

20 5. Certifies that the project will comply with any laws and regulation including, but not  
21 limited to, the California Environmental Quality Act (CEQA), legal requirements for building  
22 codes, health and safety codes, disabled access laws, environmental laws and, that prior to  
23 commencement of construction, all applicable licenses and permits will have been obtained;  
24 and

25

1           6. Certifies that said agency has reviewed and understands the General Provisions  
2 contained in the sample Grant Agreement contained in the Procedural Guide; and

3           7. Appoints the project manager for the project as agent to conduct all negotiations,  
4 execute and submit all documents including, but not limited to the Project Information Form,  
5 agreements, payment requests and so on, which may be necessary for the completion of the  
6 aforementioned project(s); and

7           8. Ratifies any administrative action taken to date with respect to the grant funds,  
8 including but not limited to the submittal of any applications and related materials; and

9           9. Requests that within 30 days of the execution of the Grant Agreement by all parties,  
10 the Department shall provide the final Agreement to the Clerk of the Board for inclusion in File  
11 No. 221028.

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Approved: \_\_\_\_\_ /s/

London Breed, Mayor

Approved: \_\_\_\_\_ /s/

Ben Rosenfield, Controller

Recommended:

\_\_\_\_\_/s/

Carla Short, Interim Director

Department of Public Works

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File Number 221028  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors ordinances authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **California Budget Act of 2021 General Fund Specified Development & Acquisition Grant**

2. Department: **San Francisco Public Works**

3. Contact Person: **Ian Schneider** Telephone: **(628) 271-3126**

4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$ 5,000,000.00**

6. a. Matching Funds Required: **\$ (Not required)**  
b. Source(s) of matching funds (if applicable):

7. a. Grant Source Agency: **California Natural Resources Agency (CNRA)**  
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:  
**Japantown Buchanan Mall Project**  
In the cultural heart of San Francisco's Japantown, this project will implement improvements to the Japantown Buchanan Mall, a culturally significant public plaza. The project will focus on three main priorities: 1) Enhancing accessibility of the mall for seniors and people with disabilities and limited mobility 2) Rehabilitate the existing Ruth Asawa fountains, 3) Support the business community by embellishing the sense of cultural authenticity and enhancing commercial edges of the mall.

Work will include repaving the side walkways, planting more trees, landscaping with culturally relevant plants, and enhancing the existing historic public art (historic fountains, cobblestone river and Torii gate) with new, complementary public art; encouraging businesses to provide outdoor seating and displays along the storefronts; and utilizing new energy- and water-efficient technologies to light the plaza and maintain the fountains.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **October 2022** End-Date: **March 2026**

10. a. Amount budgeted for contractual services: **Yes**  
b. Will contractual services be put out to bid? **Yes**  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **Yes**  
d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**

11. a. Does the budget include indirect costs?



- Yes       No
- b. 1. If yes, how much? **\$652,000**
- b. 2. How was the amount calculated? **15% of total direct costs of the grant allowable**
- c. 1. If no, why are indirect costs not included?
- Not allowed by granting agency       To maximize use of grant funds on direct services
- Other (please explain):
- c. 2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

15. This Grant is intended for activities at (check all that apply):

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Existing Site(s)      | <input checked="" type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input checked="" type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)                      | <input checked="" type="checkbox"/> New Structure(s)           |   |

16. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, ~~or will require unreasonable hardship exceptions~~, as described in the comments section:

Comments: Japantown Buchanan Mall Project shall include but not be limited to providing accessible routes along the full length of each side of the mall and to each program area, public use feature, and up to the entrances of adjoining places of public accommodation.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:


Kevin W. Jensen

(Name)

Disability Access Coordinator

(Title)

Date Reviewed: 3/2/2022

  
(Signature Required)

Overall Department Head or Designee Approval:

Carla Short

(Name)

Interim Director

(Title)

Date Reviewed: 9/27/22

  
(Signature Required)



San Francisco Public Works  
General – Director’s Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 207042**

**REQUESTING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A RESOLUTION APPROVING THE ACCEPTANCE AND EXPENDITURE OF \$5,000,000 OF GENERAL FUND GRANT FUNDS FROM THE STATE OF CALIFORNIA FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF IMPROVEMENTS AND ENHANCEMENTS TO THE JAPANTOWN PEACE PLAZA AT THE BUCHANAN CENTER MALL; MAKE CERTAIN CERTIFICATIONS REQUIRED TO RECEIVE THE FUNDS; AND AUTHORIZE PUBLIC WORKS TO EXPEND SUCH FUNDS FOR THIS PROJECT FOR THE PROJECT PERIOD OF MAY 2022 TO MARCH 2026**

WHEREAS, On or about September 23, 2021, California Governor Gavin Newsom approved the California Budget Act of 2021, which included an allocation of \$5,000,000 for local assistance to the City and County of San Francisco (“Grantee”) for the planning, design, and construction of improvements to the Peace Plaza at Buchanan Mall (“project”), a culturally significant public plaza in the heart of San Francisco’s Japantown district; and

WHEREAS, The General Fund Specified Development and Acquisition Grant is administered by the state of California’s Natural Resources Agency, which restores, protects and manages the state’s natural, historical and cultural resources for current and future generations by using creative approaches and solutions based on science, collaboration and respect for all the communities and interests involved; and

WHEREAS, The project would focus on three main priorities: 1) enhancing accessibility of the mall for seniors and people with disabilities and limited mobility, 2) rehabilitating the existing Ruth Asawa fountains, and 3) supporting the business community by embellishing the sense of cultural authenticity and enhancing the commercial edges of the mall; and

WHEREAS, Following Grantee’s completion of the planning, community outreach, and design phases, the Project may include repaving the side walkways, planting trees, landscaping with culturally relevant plants, and/or enhancing the existing public art, including fountains, cobblestone river, and the Torii gate, with new, complementary public art; encouraging businesses to provide outdoor seating and displays along the storefronts; and utilizing new energy- and water-efficient technologies to light the plaza and maintain the fountains; and

WHEREAS, The Department of Public Works (“Department”) and the Planning Department, have developed a project budget and has reviewed the Grant Agreement provided by the California Natural Resources Agency (“Grant Agreement,” attached as Exhibit 1); and

WHEREAS, The Director of the Department has reviewed the Project Information Form (attached as Exhibit 2), the Grant Agreement, the California Natural Resources Agency’s Procedural Guide for General Fund Specified Development and Acquisition Grant Projects (“Procedural Guide,” attached as Exhibit 3), and the Grant Information Form (attached as Exhibit 4) (together the “Grant Documents”); and

WHEREAS, To satisfy the requirements of Administrative Code Section 10.170-1, the Department shall transmit this Order to the Clerk of the Board of Supervisors along with the following documents: (1) the Proposed Resolution, signed by the Department, the Mayor or the Mayor’s designee, and the Controller (attached as Exhibit 5); (2) the Project Information Form; (3) the Grant Information Form; (4) the draft grant application (attached as Exhibit 6); (4) Senate Bill No. 170 (Budget Act of 2021, attached as Exhibit 7) in lieu of a letter of intent; (5) the California Natural Resources Agency’s Procedural Guide for General Fund Specified Development and Acquisition Grant Projects (“Procedural Guide,” attached as Exhibit 3); (6) the Grant Agreement; and (7) a cover letter to the Clerk of the Board substantially conforming to the specifications of the Clerk of the Board (attached as Exhibit 8, together with Exhibits 1 through 7 the “Legislative Package”); and

WHEREAS, The Department has reviewed the contents of the Legislative Package and the Grantor’s requirements, including the requirements in the Resolution that the City: 1) approve the acceptance of a general fund allocation for local assistance for the project; 2) certify that the Department understands the assurances and certification in the Project Information Form, 3) certify that the Department will have sufficient funds to operate and maintain the Project or will enter into an agreement with another entity to perform said operation and maintenance; 4) certify that the Department will comply with the provisions of Section 1771.5 of the California Labor Code; 5) has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide; and 6) appoint a designated staff position to conduct all negotiations and execute and submit all documents including, but not limited to, the Project Information Form, agreements, payment requests, which may be necessary for the completion of the project; therefore, it is hereby:

DETERMINED, That the Department: 1) recommends that the Board of Supervisors (“Board”) approve the acceptance of a general fund allocation for local assistance for the project; 2) certifies that the Department understands the assurances and certification in the Project Information Form, 3) recommends that the Board certify that the Department will have sufficient funds to operate and maintain the project or will enter into an agreement with another entity to perform said operation and maintenance; 4) certifies that the Department will comply with the provisions of Section 1771.5 of the California Labor Code; 5) has reviewed and understands the General Provisions contained in the

Project Agreement shown in the Procedural Guide; 6) recommends that the Board certify that the project would comply with any laws and regulation including, but not limited to, the California Environmental Quality Act ("CEQA"), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and 7) recommends that the Board appoint the project manager for the project as the City's agent to conduct all negotiations and execute and submit all documents including, but not limited to, the Project Information Form, agreements, payment requests, which may be necessary for the completion of the project, conditioned upon the Board's approval of the Proposed Resolution; and, therefore it is hereby:

REQUESTED and RECOMMENDED, That the Board of Supervisors approve the Proposed Resolution, make the certifications required by the State of California as condition of awarding the grant, and authorize the Department of Public Works to enter into the Grant Agreement on behalf of the City, and to authorize the Department and the Clerk of the Board to take further actions, as may be deemed necessary by the Grantor before the City may accept and expend the grant funds for the project, as set forth in the Legislative Package.

It is so ordered.

X

DocuSigned by:



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Short, Carla -073CF73A4EA6486...

Interim Director of Public Works

## D. PROJECT INFORMATION PACKAGE CHECKLIST

Before a Grant Agreement can be developed, Grantee must send a completed Project Information Package (“Package”) to Agency. Grantee should keep a complete copy of the Package for future use and reference.

All applicable documents must be submitted to Agency along with the checklist below. Grantee should check the appropriate box indicating a document is included in the Package or is not applicable to the project.

<b>Required Documentation</b>			<b>Page</b>
<b>Included</b>	<b>N/A</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Information Package Checklist (this page)	6
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Information Form	9
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Summary	10
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Authorizing Resolution	11
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cost Estimates	12, 13
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Timeline	14
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Property Data Sheet	15
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Land Tenure/Site Control Documents	7, 16
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Photos of the Project Site	8
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Plan	8
<input type="checkbox"/>	<input type="checkbox"/>	Environmental Compliance Documents	17
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Approval Status	18
<input type="checkbox"/>	<input type="checkbox"/>	Payee Data Form (Std. 204 for nonprofits; Gov. TIN form for government entities)	19
<b>Additional Documents if Acquisition Project</b>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If Conservation Easement, provide description of restrictions, reservations, and funding mechanism for long term stewardship	8
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Willing Seller Letter(s)	8
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appraisal, Preliminary Title Report, if available	8

<b>Project Name</b> Japantown Buchanan Mall		<b>Estimated Date of Completion:</b> 8/30/2025	
		<b>Grant Amount:</b> \$5,000,000.00	
		<b>Estimated Total Project Cost:</b> <u>\$6,381,000.00</u> (State grant, other funds, and in-kind)	
<b>Grantee Name (with mailing address)</b> San Francisco Public Works 49 South Van Ness Ave, 7th Fl San Francisco, CA 94103		<b>County</b> San Francisco	<b>Nearest City/Town</b> San Francisco
<b>Check one:</b> <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Local Agency <input type="checkbox"/> State Agency		<b>Project Address (or nearest cross street)</b> Buchanan St, Post St to Sutter St	
		<b>Senate Dist.</b> 11	<b>Assembly Dist.</b> 19
		<b>US Congressional Dist.</b> 12	
<b>Grantee's Representative Authorized in Resolution (Signature required at bottom of this page)</b>			
<b>Name:</b> Carla Short		<b>Title:</b> Interim Director of Public Works	
<b>Phone:</b> 628-271-3078		<b>Email:</b> Carla.Short@sfdpw.org	
<b>Project Manager – Person with day to day responsibility for project (if different from authorized representative)</b>			
<b>Name:</b> Trent Tieger		<b>Title:</b> Project Manager	
<b>Phone:</b> 415-319-4637		<b>Email:</b> Trent.Tieger@sfdpw.org	
<b>Brief Description of Project</b> (Summarize major activities to be funded by this Grant)		<b>Latitude</b> 37.785896	<b>Longitude</b> -122.429871
In the cultural heart of Japantown, this project will implement improvements to the Japantown Buchanan Mall, a culturally significant public plaza. • Repaving side walkways, landscaping with culturally relevant plants, enhancing existing historic public art with new, complementary public art • Encouraging businesses to provide outdoor seating and displays along the storefronts • Installing energy/water-efficient lights and fountain equipment		<b>CEQA/Environmental Requirements</b>	
<b>Site Control/Land Tenure (check the box that applies)</b>		<input type="checkbox"/> Exempt per CEQA Guidelines § <u>Enter section</u> <b>Attach filed Notice of Exemption.</b>	
<input checked="" type="checkbox"/> Grantee owns the property.		<input type="checkbox"/> CEQA completed. <b>Attach fled Notice of Determination, Negative Declaration, or Mitigated Negative Declaration</b>	
<input type="checkbox"/> Grantee leases the property – Term End: <u>Enter date</u>		<input checked="" type="checkbox"/> CEQA is not complete. (To be completed prior to Construction) <b>Attach draft Initial Study with checklists.</b>	
<input type="checkbox"/> Grantee owns an easement on the property.		<input type="checkbox"/> CEQA does not apply under Code § <u>Enter section</u>	
<input type="checkbox"/> Grantee has an MOU with the property owner.			
<b>I certify that the information in this Project Information Form, including all attachments, is complete and accurate.</b>			
<b>Signed:</b> _____		_____ <b>Enter date</b>	
<b>Grantee's Authorized Representative as shown in Resolution</b>		<b>Date</b>	
_____ <b>Enter name</b>	_____ <b>Enter title</b>	<b>Designee?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Print Name</b>	<b>Title</b>	(If yes, attach letter of designation from authorized representative.)	

## PROJECT SUMMARY

The Japantown Buchanan Mall is a publicly-owned walkway located at the geographic and cultural heart of the San Francisco Japantown, on Buchanan Street between Post and Sutter Streets. It is lined with shops which help to activate the space, with a paved cobblestone river connecting two fountain installations consisting of origami flower forms designed by renowned artist Ruth Asawa. The community perceives that Buchanan Mall is difficult to walk on, and that it could be further activated. To address these concerns, the San Francisco Planning Department and Department of Public Works will work with the community to improve Buchanan Mall. The project will focus on three main priorities:

- Enhance accessibility of the mall for seniors and people with disabilities and limited mobility
- Rehabilitate the Ruth Asawa fountains that are iconic to the mall
- Support the business community by embellishing the sense of cultural authenticity and enhancing the commercial edges of the mall

Potential concepts and solutions include:

- Repaving the side walkways, planting more trees, landscaping with culturally relevant plants, and enhancing the existing historic public art (historic fountains, cobblestone river and Torii gate) with new, complementary public art
- Improve conditions for businesses to provide outdoor seating and displays along the storefronts, while maintaining an accessible path of travel
- Utilizing new energy- and water-efficient technologies to light the plaza and maintain the fountains

Improvements to Buchanan Mall could:

- Increase the attractiveness of the shopping district, thereby increasing business viability and helping keep Japantown the hub of the Japanese community in the region
- Help restaurants attract more customers with outdoor seating
- Create better public space, thereby increasing livability
- Draw more people to an area intended to reflect a modern version of the Japanese village aesthetic, thereby created a sense of Japan
- Improve the functionality of the fountain and street design
- Improve the neighborhood's landscaping, lighting, street furnishings, and wayfinding



**JAPANTOWN BUCHANAN MALL**

SFPW Cost Estimate

3/10/2022

ITEM	TOTAL PROJECT COSTS	CNRA GRANT	PROP AA	GENERAL FUND (LOCAL)
<b>PLANNING</b>	\$ 445,000	\$ 274,000	\$ -	\$ 171,000
Staff Time	\$ 370,000	\$ 209,000	\$ -	\$ 161,000
Outreach	\$ 25,000	\$ 25,000	\$ -	\$ -
Consultant	\$ 50,000	\$ 40,000	\$ -	\$ 10,000
<b>DESIGN</b>	\$ 742,000	\$ 424,000	\$ 70,000	\$ 248,000
Staff Time	\$ 700,000	\$ 396,000	\$ 70,000	\$ 234,000
Survey	\$ 30,000	\$ 17,000	\$ -	\$ 13,000
CEQA	\$ 2,000	\$ 1,000	\$ -	\$ 1,000
Permits	\$ 10,000	\$ 10,000	\$ -	\$ -
<b>CONSTRUCTION</b>	\$ 5,194,000	\$ 4,302,000	\$ 430,000	\$ 462,000
Staff Time	\$ 742,000	\$ 419,000	\$ 70,000	\$ 253,000
<b>HARD COSTS</b>				
Mobilization/Demobilization	\$ 137,000	\$ 110,000	\$ 27,000	\$ -
Traffic Control	\$ 100,000	\$ 80,000	\$ 20,000	\$ -
Demolition	\$ 300,000	\$ 300,000	\$ -	\$ -
Site Preparation/Fine Grading	\$ 60,000	\$ 60,000	\$ -	\$ -
Drainage	\$ 250,000	\$ 250,000	\$ -	\$ -
Electrical conduit	\$ 25,000	\$ 12,500	\$ 12,500	\$ -
Concrete paving	\$ 455,000	\$ 227,500	\$ 227,500	\$ -
Concrete paving - river	\$ 420,000	\$ 420,000	\$ -	\$ -
Curb ramps	\$ 14,000	\$ 7,000	\$ 7,000	\$ -
Tree Planting (36" Box)	\$ 60,000	\$ 60,000	\$ -	\$ -
Irrigation	\$ 50,000	\$ 50,000	\$ -	\$ -
Plant Est & Maintenance	\$ 75,000	\$ 75,000	\$ -	\$ -
Bollards	\$ 32,000	\$ 16,000	\$ 16,000	\$ -
Lighting	\$ 80,000	\$ 40,000	\$ 40,000	\$ -
Benches (existing)	\$ 45,000	\$ 45,000	\$ -	\$ -
Benches	\$ 15,000	\$ 15,000	\$ -	\$ -
Tree Grates	\$ 150,000	\$ 150,000	\$ -	\$ -
Sutter Street Gateway	\$ 250,000	\$ 250,000	\$ -	\$ -
Asawa Fountain Refurbishment	\$ 450,000	\$ 450,000	\$ -	\$ -
<b>SUBTOTAL HARD COSTS</b>	\$ 2,968,000	\$ 2,618,000	\$ 350,000	\$ -
Contingency	\$ 1,484,000	\$ 1,265,000	\$ 10,000	\$ 209,000
<b>PROJECT GRAND TOTAL</b>	\$ 6,381,000	\$ 5,000,000	\$ 500,000	\$ 881,000

**PROJECT TIMELINE**

<b>Activity Description</b>	<b>Timeline</b>
Preliminary work on the project	OCT 2022 – MAY 2023
Submit CEQA documents	APR 2022
Submit final site design/plans/specifications	JUN 2023 - AUG 2024
Construction period	SEP 2024 - DEC 2025
Submit Project Closeout package with final Payment Request to State	MAR 2026

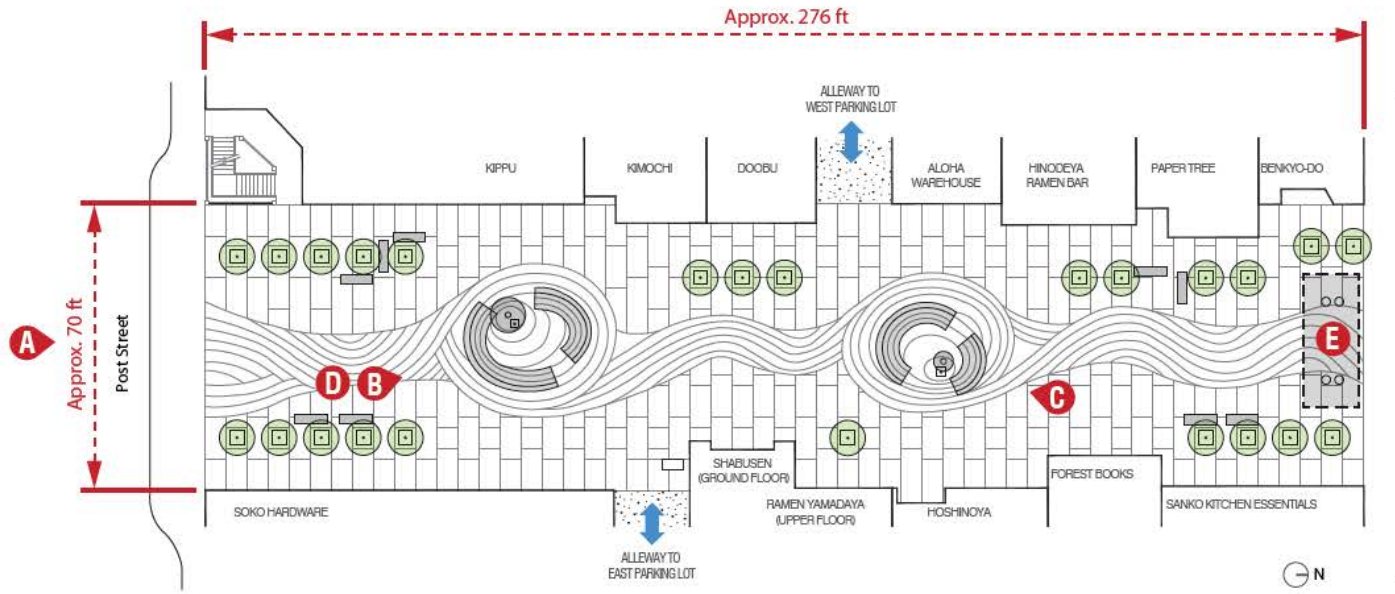
## K. PROPERTY DATA SHEET

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Indicate and attach all required documents\* including any clarifying comments below. Attach additional sheets if necessary.

No	Owner Name	Assessor Parcel Number(s)	Acreage	Indicate type of ownership. For acquisitions, indicate type of purchase.			For all parcels, indicate *document used to demonstrate ownership and attach a copy of each document-clearly labeled with the APN-to this document	If parcel(s) not owned by Grantee(s) indicate *document verifying long-term Permission to Develop and maintain <b>and attach</b>					Entity to perform O&M	# of years O&M to be performed
				Fee Simple	Easement	Other (describe)		Proof of Ownership (tax bill, grant deed, etc.)	O&M Agreement	Lease	JPA	Letter from Owner		
1	City & County of San Francisco	N/A	0.5			Public Owned	Project location verified to be completely within the public right-of-way controlled by San Francisco Public Works, see attached street Dedication and Grade Maps.						Nihonmachi Parking Corporation, Japantown Community Benefit District	
2														
3														
4														
5														
6														
7														
8														
Comments:														

Total Number of Parcels: 0 Total Number of Acres: 0.5 Acres

# EXISTING SITE PLAN & PHOTOS



**E** TORII GATEWAY STRUCTURE



**D** BENCHES AND CHERRY BLOSSOM TREES



**A** POST STREET CROSSWALK LOOKING NORTH INTO MALL



**B** SOUTHERN RUTH ASAWA FOUNTAIN LOOKING NORTH



**C** NORTHERN RUTH ASAWA FOUNTAIN LOOKING SOUTH



## O. PROJECT PERMIT/APPROVAL STATUS

Indicate the status of all federal, state, and local permits required for the project. Describe any potential delays due to permitting (indicate specific permits). **If acquiring a long-term encroachment permit, submit evidence the entity with jurisdiction is aware of the project and is willing to work with Grantee to issue the permit.**

This list is not all inclusive. It is Grantee's responsibility to identify and obtain applicable permits.

Permitting Agency	Type of Requirement	Required	Applied	Acquired	Date Expected
<b>State Agencies:</b>					
California Department of Fish and Wildlife	Lake or Streambed Alteration Agreement (Section 1600)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
California Department of Fish and Wildlife	Incidental Take Permit or Consistency Determination (CESA) (California Endangered Species Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Department of Transportation	Encroachment Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Letter of Consistency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Regional Water Quality Control Board	401 Water Quality Certification or Waste Discharge Requirement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	Water Rights Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	General Industrial Storm Water Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Lands Commission	Permit (if using State owned property)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Office of Historic Preservation	Section 106 Consultation with State Historic Preservation Officer (National Historic Preservation Act of 1986)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Federal Agencies</b>					
U.S. Fish and Wildlife Service (USFWS)	Section 7 Consultation, Biological Opinion or Section 10 Permit (Endangered Species Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers (ACOE)	Section 404 Permit (Clean Water Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers	Section 10 Permit (Rivers & Harbors Act of 1899)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Coast Guard / U.S. Army Corps of Engineers	Section 9 Permit (Rivers & Harbors Act of 1899)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. National Resources Conservation Service	Section 106 Consultation (National Historic Preservation Act of 1986)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
National Marine Fisheries Service (NMFS)	Section 7 consultation if federal nexus see ACOE, or Section 10 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Local and Regional Planning Agencies</b>					
City/County	Grading Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	Environmental Health Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	Model Water Efficient Landscape Ordinance – Landscape Documentation Package	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Central Valley Flood Protection Board	Permission to Encroach on Waterways within Designated Floodways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
San Francisco Bay Conservation and Development Commission	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tahoe Regional Planning Agency	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Local Resource Conservation District	Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flood Control Districts	Floodway & Hydrological Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Others</b> (e.g., CalRecycle, State Contractors Board, etc.):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>None</b>		<input type="checkbox"/>	No permits are applicable		

**PROCEDURAL GUIDE  
FOR GENERAL FUND SPECIFIED  
DEVELOPMENT AND ACQUISITION  
GRANT PROJECTS**



**California Natural Resources Agency  
Bonds & Grants Office  
715 P Street, 20<sup>th</sup> Floor  
Sacramento, CA 95814  
(916) 653-2812**

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

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## **A. INTRODUCTION**

This guide governs the administration of general fund appropriations made to the California Natural Resources Agency (Agency) for local assistance grants for specified projects. Enclosed are information and forms to complete a Project Information Package which must be submitted to Agency before a Grant Agreement can be developed and funds distributed. A Sample Grant Agreement template is also provided.



## **B. GENERAL GRANT INFORMATION, TERMS AND REQUIREMENTS**

**Grant Agreement** – Funds will not be disbursed until there is a fully executed Grant Agreement between the California Natural Resources Agency (Agency) and the Grantee. Expenditures made by the Grantee prior to the effective date of the appropriation and outside of the project performance period will not be reimbursed by grant funds.

**Funding Availability** – General fund appropriations are available for use by Grantee for the limited time period described in the state budget. For this appropriation, funds must be fully expended and all invoices for reimbursement be submitted to Agency by March 1, 2026, unless otherwise specified in the FY 21/22 Budget Act.

**Grant Performance Period** – The Grant Agreement will specify a specific time frame for performance of the project, called the Project Performance Period. All project costs to be covered by grant funds must be incurred within the Project Performance Period.

**California Environmental Quality Act (CEQA) Compliance** – As applicable, Grantee must identify its CEQA compliance status. Grantee must receive CEQA approval for the proposed project prior to construction or be exempt from CEQA. Proper documentation of CEQA compliance will be required as part of the Project Information Package described in Section D.

**Required Approvals** – Grantee must certify that all approvals (including, but not limited to, local permitting requirements and/or rules from local agencies) required for the project, will be obtained.

Grantee is responsible for ensuring the project complies with all applicable local, state, and federal laws and regulations, including, but not limited to, CEQA/NEPA, legal requirements for construction, building codes, health and safety codes, state contractor and other licenses, and disabled access laws. By submitting a Package, Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

**Reporting Requirements** – Grantee may be required to submit periodic progress reports to Agency detailing progress on the project to date.

**Financial Management and Grant Administration Requirements** – It is Grantee's responsibility to ensure appropriate stewardship of State grant funds. Grantee must maintain a financial management system that provide accurate, current, and complete disclosure of the financial activities of the grant-funded project. To meet this requirement, Grantee must maintain adequate accounting practices and procedures, internal controls, and audit trails.

**Payment Requests** – This is generally a reimbursement grant, where expenses are incurred and paid for prior to the submission of a payment request for reimbursement. Once an executed Grant Agreement is in place, Grantee may submit payment requests on a regular basis, but not more frequently than once a month. Generally, grantee will receive reimbursement within 6-8 weeks of submitting a properly completed payment request. Grantee is advised to maintain adequate funds to cover project costs prior to

reimbursement. Ten percent of the amount requested in each payment request is retained until project completion.

Although primarily a reimbursement grant, advances may be requested to assist in cash flow. The amount of advances will be determined based on need. Grantee may not seek a second advance until the first is fully reconciled. No more than 90 percent of grant funds can be advanced.

For acquisition projects, Grantee may request an advance of funds into escrow (subject to retention).

## **C. PROJECT ADMINISTRATION**

### **Process after Designation of Grant Award by Legislature**

1. Grantee completes and submits Project Information Package (Package) to Agency.
2. Agency reviews Package and, if the proposed project scope meets the legislative intent of the appropriation, develops a Grant Agreement with Grantee.
3. Grantee and Agency execute the Grant Agreement via DocuSign.
4. Grantee submits periodic progress reports throughout the project performance period.

### For Acquisitions

5. Grantee submits an appraisal for Department of General Services (DGS) review.
6. Grantee requests an advance of funds into escrow (subject to retention).
7. As applicable, Grantee records Deed Restrictions.
8. After close of escrow, Grantee submits close out documents to Agency.
9. Agency releases retained funds to Grantee.
10. The State may perform audits as frequently as annually during the course of the project and for four years after project completion.

### For Development Projects

5. Grantee submits land tenure/site control documents to Agency.
6. Grantee commences preliminary work (planning, design, permitting, CEQA, etc.).
7. Grantee submits payment requests for reimbursement of project expenditures. (see Section Q Payment Request Instructions).
8. Prior to commencing construction, grantee submits final design plans for the State's review, as well as evidence of environmental compliance.
9. Grantee commences project construction work.
10. Grantee completes project and submits final payment request.
11. Agency performs final project inspection and approves final payment.
12. Grantee submits close out documents.
13. The State may perform audits as frequently as annually during the course of the project and for four years after project completion.

### **Project Withdrawal**

If Grantee fails to submit a Project Information Package to Agency or otherwise elects not to use its general fund appropriation, the appropriation will be lost to that Grantee. If

grant funds were advanced and Grantee cannot complete an approved project, Grantee must return the advanced funds plus any accrued interest to the State within 30 days.

### **Changes to Approved Project**

A Grantee wishing to change an approved project shall submit the proposed change in writing to Agency for approval. Any change must be consistent with the authorizing legislation.

### **Time Extensions**

A request for a time extension to complete a project and the justification for the request must be submitted to Agency for approval.

## D. PROJECT INFORMATION PACKAGE CHECKLIST

Before a Grant Agreement can be developed, Grantee must send a completed Project Information Package (“Package”) to Agency. Grantee should keep a complete copy of the Package for future use and reference.

All applicable documents must be submitted to Agency along with the checklist below. Grantee should check the appropriate box indicating a document is included in the Package or is not applicable to the project.

<b>Required Documentation</b>			<b>Page</b>
<b>Included</b>	<b>N/A</b>		
<input type="checkbox"/>	<input type="checkbox"/>	Project Information Package Checklist (this page)	6
<input type="checkbox"/>	<input type="checkbox"/>	Project Information Form	9
<input type="checkbox"/>	<input type="checkbox"/>	Project Summary	10
<input type="checkbox"/>	<input type="checkbox"/>	Authorizing Resolution	11
<input type="checkbox"/>	<input type="checkbox"/>	Cost Estimates	12, 13
<input type="checkbox"/>	<input type="checkbox"/>	Project Timeline	14
<input type="checkbox"/>	<input type="checkbox"/>	Property Data Sheet	15
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure/Site Control Documents	7, 16
<input type="checkbox"/>	<input type="checkbox"/>	Photos of the Project Site	8
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan	8
<input type="checkbox"/>	<input type="checkbox"/>	Environmental Compliance Documents	17
<input type="checkbox"/>	<input type="checkbox"/>	Permit Approval Status	18
<input type="checkbox"/>	<input type="checkbox"/>	Payee Data Form (Std. 204 for nonprofits; Gov.TIN form for government entities)	19
<b>Additional Documents if Acquisition Project</b>			
<input type="checkbox"/>	<input type="checkbox"/>	If Conservation Easement, provide description of restrictions, reservations, and funding mechanism for long term stewardship	8
<input type="checkbox"/>	<input type="checkbox"/>	Willing Seller Letter(s)	8
<input type="checkbox"/>	<input type="checkbox"/>	Appraisal, Preliminary Title Report, if available	8

## **E. PROJECT INFORMATION PACKAGE - WHAT TO SUBMIT**

### **1. Project Information Form - Fill out as follows:**

- a. Grantee:** The Grantee is the organization that takes formal responsibility and assumes liability for the project. All correspondence regarding the administrative process will be sent to the listed day-to-day contact person.
- b. Project:** Provide the project title.
- c. District Information:** List the district numbers for the Congressional, State Senate, and State Assembly districts in which the project is located.
- d. CEQA Status:** Indicate the environmental compliance status of the project by checking the applicable box.
- e. Land Tenure/Site Control:** Indicate how the Grantee will satisfy site control by checking the applicable box.
- f. Signature:** The individual authorized to execute documents on behalf of the Grantee in the Resolution must sign the certification at the bottom of the Project Information Form.

### **2. Project Summary - Provide a one-page overview of the project.**

### **3. Authorizing Resolution - Provide a signed resolution from the Grantee's governing board. See Section H for the required Resolution format and content. Resolutions must include all of the assurances indicated in the template. The Resolution should specify the position, not a specific individual, authorized to execute documents.**

### **4. Cost Estimate – Provide a cost estimate reflecting all costs associated with the project. Projects using in-house services must also detail the labor, materials, and equipment costs as separate line items. See Section I for a sample format for development projects and Section J for a sample format for acquisition projects.**

### **5. Project Timeline - Provide the timeline for key milestones and estimated date ranges of accomplishments. See Section K for a sample project timeline.**

### **6. Property Data Sheet - Complete the Property Data Sheet for all property/ parcels to be developed. See Section L for the Property Data Sheet form.**

### **7. Land Tenure/Site Control Documents - Provide copies of documents identifying current ownership information associated with each property/parcel on which the project will take place. Documents may include recorded deeds, tax records, and owner data sheets from county records, title reports or other documents that verify ownership. All documents verifying ownership must have the parcel numbers clearly indicated on the document (handwritten acceptable).**

If the project site is owned by a party other than the Grantee: provide a copy of the land tenure agreement (lease, easement, Memorandum of Understanding, etc.) which gives the Grantee legal access to and permission to construct and maintain the project and permit public access to the project, if applicable, for the required number of years. See Section M.

If a signed agreement is not fully executed at the time of Package submittal, provide a letter from each landowner identifying the property/parcel(s), and indicating that the owner is willing to enter into a long-term agreement with Grantee to allow long-term access for construction, maintenance, and public use of project, if applicable, on the affected parcel(s). No grant funds can be released until all landowner agreements have been fully executed and submitted to Agency.

8. **Photos** - Provide a maximum of five (5) labeled color photographs of the project site.
9. **Site Plan** -Plans should contain details of the property to be developed and show the location of each feature and amenity listed in the project summary and cost estimate.
10. **CEQA Compliance** - Grantees must demonstrate CEQA compliance, as applicable. Completed CEQA documents should be provided with the Package. See Section N for information on Environmental Compliance.
11. **Permit Approval Status** - Indicate the types of permits necessary to complete the project. See Section O for the Permit Approval Status form.
12. **Payee Data Record** – Nonprofit organizations should complete sections 1-5 of the Std 204 form. Government entities should complete the Government Agency Taxpayer ID Form. See Section P for links to the Std 204 and the Government Agency Taxpayer ID forms.

#### **For Acquisition Projects**

13. **Conservation Easement** – If acquiring a conservation easement, describe the proposed restrictions and reservations and the funding mechanism to support long-term stewardship.
14. **Evidence of Willing Seller** - Provide a letter from each landowner indicating they are a willing participant in the proposed real property transaction. The letter should clearly identify the parcels owned by each seller and state if grant funds are awarded, the seller is willing to enter into an agreement or negotiation for an agreement for the sale of the real property at a purchase price not to exceed fair market value. If available, include a copy of the fully executed purchase option agreement as well. See Section Q for Willing Seller Letter template.
15. **Appraisal** – If available.
16. **Preliminary Title Report** – If available.

## F. PROJECT INFORMATION FORM

<b>Project Name</b> Enter project name		<b>Estimated Date of Completion:</b> <u>Enter date</u>	
		<b>Grant Amount:</b> <u>\$Enter amount</u>	
		<b>Estimated Total Project Cost:</b> <u>\$Enter amount</u> (State grant, other funds, and in-kind)	
<b>Grantee Name (with mailing address)</b> Enter name Enter address Enter address		<b>County</b> Enter county	<b>Nearest City/Town</b> Enter city/town
<b>Check one:</b> <input type="checkbox"/> Nonprofit <input type="checkbox"/> Local Agency <input type="checkbox"/> State Agency		<b>Project Address (or nearest cross street)</b> Enter address Enter address	
		<b>Senate Dist.</b> Enter number	<b>Assembly Dist.</b> Enter number
		<b>US Congressional Dist.</b> Enter number	
<b>Grantee's Representative Authorized in Resolution</b> <b>(Signature required at bottom of this page)</b>			
<b>Name:</b> <u>Enter name</u>		<b>Title:</b> <u>Enter title</u>	
<b>Phone:</b> <u>Enter telephone number</u>		<b>Email:</b> <u>Enter email</u>	
<b>Project Manager – Person with day-to-day responsibility for project (if different from authorized representative)</b>			
<b>Name:</b> <u>Enter name</u>		<b>Title:</b> <u>Enter title</u>	
<b>Phone:</b> <u>Enter telephone number</u>		<b>Email:</b> <u>Enter email</u>	
<b>Brief Description of Project</b> (Summarize major activities to be funded by this Grant)		<b>Latitude</b> <u>Enter data</u>	<b>Longitude</b> <u>Enter data</u>
Enter brief project description		<b>CEQA/Environmental Requirements</b>	
		<input type="checkbox"/> Exempt per CEQA Guidelines § <u>Enter section</u> <b>Attach filed Notice of Exemption.</b>	
		<input type="checkbox"/> CEQA completed <b>Attach fled Notice of Determination, Negative Declaration, or Mitigated Negative Declaration</b>	
		<input type="checkbox"/> CEQA is not complete <b>Attach draft Initial Study with checklists.</b>	
		<input type="checkbox"/> CEQA not triggered <u>Enter reason not triggered</u>	
<b>Site Control/Land Tenure (check the box that applies)</b> <input type="checkbox"/> Grantee owns the property. <input type="checkbox"/> Grantee leases the property – Term End: <u>Enter date</u> <input type="checkbox"/> Grantee owns an easement on the property. <input type="checkbox"/> Grantee has an MOU with the property owner. <input type="checkbox"/> Not applicable – Project is programmatic only.			
<b>I certify that the information in this Project Information Form, including all attachments, is complete and accurate.</b>			
<b>Signed:</b> _____ <b>Grantee's Authorized Representative as shown in Resolution</b>		_____ <b>Date</b>	
_____ <b>Print Name</b>	_____ <b>Title</b>	<b>Designee?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, attach letter of designation from authorized representative.)	



## **G. PROJECT SUMMARY**

With the Package, submit a one-page summary that provides a description of the proposed project.

**H. AUTHORIZING RESOLUTION TEMPLATE**

Resolution No. \_\_\_\_\_

RESOLUTION OF *(Governing Body)*  
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR  
\_\_\_\_\_ *(Title of Project)*

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS, the Grantee will enter into an agreement with the State of California for the above project:

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ *(Governing Body)*

1. Approves the acceptance of a general fund allocation for local assistance for the above project(s); and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so; and
4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide; and
7. Appoints the \_\_\_\_\_ *(designated position, not person occupying position)* as agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the \_\_\_ day of \_\_\_\_\_ 20\_ I, the undersigned, hereby certify that the forgoing Resolution Number \_\_\_\_\_ was duly adopted by the \_\_\_\_\_ *(Governing Body)*.

Following Roll Call Vote: Ayes: \_\_\_\_\_  
Nos: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary for the Governing Board

**I. SAMPLE COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS**

All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

<b>Project Elements (EXAMPLES ONLY)</b>	<b>Total Project Costs</b>	<b>General Fund Grant</b>	<b>Other Funding (if applicable)</b>	<b>Other Funding (if applicable)</b>
<b><u>NON-CONSTRUCTION COSTS</u></b>				
<b>Direct Project Management Administration</b>				
Staff Time (direct costs only)				
Incidental Charges		<b>Ineligible</b>		
Consultants				
<b>Subtotal – Direct Management</b>				
<b>Planning, Design &amp; Permitting</b>				
Staff Time (direct costs only)				
Consultants				
Permit Costs				
<b>Subtotal Planning, Design &amp; Permitting</b>				
<b>CEQA Compliance (if applicable)</b>				
Staff Time (direct costs only)				
Consultants				
<b>Subtotal – CEQA</b>				
<b>SUB-TOTAL Non-Construction Costs</b>				
<b><u>CONSTRUCTION COSTS</u></b>				
Component X (Specify)				
Component Y (Specify)				
Component Z (Specify)				
<b>SUBTOTAL Construction Costs</b>				
<b>Contingency</b>				
<b>PROJECT GRAND TOTAL</b>				

Category listing should be detailed and customized to fit the project. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The General Fund Grant and Other Funding Sources should sum to the Total Project Costs column. The cost of project elements funded by the General Fund Grant should not be split between the grant and other funding sources. \*All project expenditure documentation should be available for audit whether paid with grant funds or other funds. \*\*Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a “billable rate” or administrative cost allocation.

**J. COST ESTIMATE FORM FOR ACQUISITION PROJECTS**

(Complete one form for each separate escrow)

<b>Project Title:</b>				
<b>Assessor's Parcel Number(s)</b>	<b>Acreage</b>	<b>Indicate Fee or Easement</b>	<b>Willing Seller Name and Address</b>	
<b>ACQUISITION COST ESTIMATE</b>				
	<b>Total Cost*</b>	<b>General Fund Program Grant</b>	<b>Other Funding Source (Name)</b>	<b>Other Funding Source (Name)</b>
Estimated Fair Market Value				
Relocation Costs				
Preliminary Title Reports, Appraisal				
Escrow Fees, Title Insurance, Closing Costs				
Surveying <i>(limited to boundary line adjustments)</i>				
Direct Costs -Staff and Consultants <i>(limited to \$10,000 per grant)**</i>				
State approval of appraisal, transaction review, etc. <i>(recommend budgeting \$10,000)</i>	<b>\$10,000</b>			
Contingency <i>(not to exceed 10% of grant)</i>				
Other <i>(specify)</i>				
<b>Grand Total</b>				

\*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

\*\*Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a "billable rate" or administrative cost allocation.

<b>Acquisition Schedule*</b>	<b>Completion Date</b>
Complete Appraisal	
Submit appraisal, purchase docs and title report to State	
Open escrow & request advance into escrow	
Submit instruments of conveyance	
Close escrow and submit final closing documents to State	
Install funding acknowledgement sign	
Close-out	

\*Grantee should submit evidence of progress on the acquisition within 6 months of grant execution.

**K. SAMPLE PROJECT TIMELINE**

<b>Activity Description</b>	<b>Timeline</b>
Preliminary work on the project	Month 20XX- Month 20XX
Submit CEQA documents	Month 20XX
Submit final site design/plans/specifications	Month 20XX - Month 20XX
Construction period	Month 20XX- Month 20XX
Submit Project Closeout package with final Payment Request to State	Month 20XX

**L. PROPERTY DATA SHEET**

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Indicate and attach all required documents\* including any clarifying comments below. Attach additional sheets if necessary.

No	Owner Name	Assessor Parcel Number(s)	Acreage	Indicate type of ownership. For acquisitions, indicate type of purchase.			For all parcels, indicate *document used to demonstrate ownership and attach a copy of each document-clearly labeled with the APN-to this document	If parcel(s) not owned by Grantee(s) indicate *document verifying long-term Permission to Develop and maintain <b>and attach</b>					Entity to perform O&M	# of years O&M to be performed
				Fee Simple	Easement	Other (describe)		Proof of Ownership (tax bill, grant deed, etc.)	O&M Agreement	Lease	JPA	Letter from Owner		
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
<b>Comments:</b>														

Total Number of Parcels: \_\_\_\_\_ Total Number of Acres: \_\_\_\_\_

## **M. LAND TENURE/SITE CONTROL REQUIREMENTS**

The State recognizes that specific activities on the project property may change over time; however, all uses on the property must remain consistent with the authorizing legislation and in accordance with the following requirements:

### **Acquisition Projects**

The Grantee or the Grantee's successor in interest shall hold, in perpetuity, the real property only for the purpose for which the grant was made and make no other use or sale or other disposition of the property without the written permission of the State.

### **Development Projects**

Grantee shall maintain and operate the project developed pursuant to this grant for a period of:

- At least 10 years for Grants up to \$100,000
- At least 20 years for Grants up to \$1 million
- At least 25 years for Grants over \$1 million
  
- Grantee shall not use or allow the use of any portion of the real property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere).
  
- Grantee shall not use or allow the use of any portion of the real property as security for any debt.
  
- With the approval of the State, Grantee or Grantee's successor in interest in the property may enter into an agreement with another party to maintain and operate the property in accordance with this grant program. At a minimum, the agreement must do the following:
  - Clearly spell out the roles of each party in detail.
  - Be signed by both parties signifying their acceptance.
  - Not terminate prior to the length of land tenure/site control required by the grant agreement (only agreements that allow early termination for cause or by mutual consent will be acceptable).
  - Include language that Grantee will resume responsibility for ongoing operation and maintenance in the event of cancellation.
  
- Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. Good cause includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

## N. ENVIRONMENTAL COMPLIANCE

Prior to approval and distribution of grant funds for construction/implementation, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with Section 21000; 14 California Code of Regulations section 15000 *et seq.* ["CEQA"]).

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State approving funding for a proposed project, **one** of the following must be submitted:

- a. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the grantee must also provide the adopted mitigation monitoring and reporting program\*.
- c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and State Clearinghouse. Please include any State Clearinghouse Responses received by the grantee.

\* For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

- d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

Pursuant to Section 75102 of the Public Resources Code 75102, before the adoption of a Negative Declaration or Environmental Impact Report, the lead Agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.



## O. PROJECT PERMIT/APPROVAL STATUS

Indicate the status of all federal, state, and local permits required for the project. Describe any potential delays due to permitting (indicate specific permits). **If acquiring a long-term encroachment permit, submit evidence the entity with jurisdiction is aware of the project and is willing to work with Grantee to issue the permit.**

This list is not all inclusive. It is Grantee's responsibility to identify and obtain applicable permits.

Permitting Agency	Type of Requirement	Required	Applied	Acquired	Date Expected
<b>State Agencies:</b>					
California Department of Fish and Wildlife	Lake or Streambed Alteration Agreement (Section 1600)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
California Department of Fish and Wildlife	Incidental Take Permit or Consistency Determination (CESA) (California Endangered Species Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Department of Transportation	Encroachment Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Letter of Consistency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Regional Water Quality Control Board	401 Water Quality Certification or Waste Discharge Requirement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	Water Rights Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	General Industrial Storm Water Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Lands Commission	Permit (if using State owned property)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Office of Historic Preservation	Section 106 Consultation with State Historic Preservation Officer (National Historic Preservation Act of 1986)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Federal Agencies</b>					
U.S. Fish and Wildlife Service (USFWS)	Section 7 Consultation, Biological Opinion or Section 10 Permit (Endangered Species Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers (ACOE)	Section 404 Permit (Clean Water Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers	Section 10 Permit (Rivers & Harbors Act of 1899)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Coast Guard / U.S. Army Corps of Engineers	Section 9 Permit (Rivers & Harbors Act of 1899)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. National Resources Conservation Service	Section 106 Consultation (National Historic Preservation Act of 1986)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
National Marine Fisheries Service (NMFS)	Section 7 consultation if federal nexus see ACOE, or Section 10 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Local and Regional Planning Agencies</b>					
City/County	Grading Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	Environmental Health Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	Model Water Efficient Landscape Ordinance – Landscape Documentation Package	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Central Valley Flood Protection Board	Permission to Encroach on Waterways within Designated Floodways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
San Francisco Bay Conservation and Development Commission	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tahoe Regional Planning Agency	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Local Resource Conservation District	Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flood Control Districts	Floodway & Hydrological Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Others</b> (e.g., CalRecycle, State Contractors Board, etc.):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>None</b>		<input type="checkbox"/>	No permits are applicable		

**P. PAYEE DATA RECORD/GOVERNMENT AGENCY TAXPAYER ID FORM**

Non-profit Grantees must provide a completed and signed STD 204 Payee Data Record form. The Payee Data Record is required when receiving payment from the State of California. A fillable form STD 204 can be found at <https://resources.ca.gov/-/media/CNRA-Website/Files/grants/AdminForms/std204.pdf>.

Grantees that are government entities must complete the Government Agency Taxpayer ID Form. A fillable Government Agency Taxpayer ID Form can be found at <https://resources.ca.gov/-/media/CNRA-Website/Files/grants/AdminForms/Govt TIN Form.pdf>.

**Q. WILLING SELLER LETTER (ACQUISITIONS ONLY)**

All acquisition projects must provide a willing seller letter from **each person on the title of project parcels**. The letter must include the following information and be signed and dated by the legal owner(s) of each parcel to be acquired.

***(Template -- Willing Seller Letter)***

Date:

To: California Natural Resources Agency

From: Name(s) of Legal Owner (*Trust, etc.*)  
Address of Legal Owner(s)

Re: Parcel number(s):  
County:  
Property Address:

To Whom It May Concern:

This letter is provided to confirm that (*name of owner(s), trust, etc.*), owner of the above referenced property, is a willing participant in the proposed real property transaction and willing to enter into negotiations for the sale of the real property for a purchase price not to exceed fair market value.

Acknowledged:

\_\_\_\_\_  
*Signature of landowner (trustee, etc.)*

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

\_\_\_\_\_  
*Signature of landowner (trustee, etc.)*

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

\_\_\_\_\_  
*Signature of landowner (trustee, etc.)*

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

## R. PAYMENT REQUEST INSTRUCTIONS

### Before Submitting

- Check the Grant Agreement to confirm that any funding requirements outlined in the special provisions section have been fulfilled (e.g. agreements, CEQA compliance, signage, DGS review, etc.)
- Check that all costs are allowable.
  - a. Costs must be incurred within the project performance period outlined on the Grant Agreement cover page and/or subsequent amendments and must align with the cost estimate.
  - b. Direct project-related expenses and indirect expenses that can be directly tied to the grant funded project are eligible for reimbursement.
  - c. Overhead expenses are the non-project specific expenses of doing business that are not directly related to the implementation of the project to be funded (for example, rent, computers, telephones, office supplies, internet access, copy machines, electricity). Certain types of overhead are not allowed including, food and beverage, fundraising, lobbying and entertainment. Any expense that is billed as a direct expense may NOT be included in overhead.

Grantees that wish to charge overhead must be able to document the appropriateness of the charges. One typical method for documentation is to have a Cost Allocation Plan. Other methods may also be adequate, but it is the grantees responsibility to determine this based on Generally Accepted Accounting Principles. It is recommended that grantees develop an appropriate method for calculating their overhead rate and determine what overhead expenses may be allocated to the grant, subject to the Agency's approval and the 15% limit. It is the responsibility of the grantee to maintain appropriate records for all overhead expenses and to be able to provide those records in the event of an audit.

Overhead should be included as a line item in the approved project budget and generally limited to a maximum of 15% of total direct expenses of a grant.

### What to Include

- Payment Request Form** filled out with original signature of authorized agent.
- Project Expenditure Form, Grantee Labor Cost Form, and Equipment Cost Form** (as applicable). Descriptions should clearly tie to the line items on the cost estimate, as well as the backup documentation.
- Proof of time worked/services rendered** for each item listed on the above forms
  - a. For contracted labor or materials, include copies of invoices or receipts.
    - If an invoice is to be only partially reimbursed with grant funds, the portion allocated to the grant should be clearly marked.
  - b. For mileage include a log kept by employees documenting date, hours and destinations related to the grant project. Provide documentation of policy to support rate used.
  - c. For equipment, include the schedule showing the rate as well as a log showing the days and hours the equipment was used for this project and by whom.
  - d. For in house labor, include documentation of hours worked on the project and hourly rate.

- Send timesheets detailing the days and number of hours each employee who worked on the project.
- Fill out the *Employee Compensation Chart* to demonstrate the rate being charged.
- With first request or when rates change, submit copies of pay stubs that show the employee's pay rate or salary (may redact personal information).
- Only salary plus benefits are eligible. No indirect rates or overhead costs may be folded into the hourly rate. No billable rates may be used.

- Proof of payment** showing that payment was made for each cost. Examples include:
- a. Copy of both sides of a cancelled check (and breakdown if check is for multiple invoices)
  - b. Copy of bank statement with cleared checks and/or Electronic Fund Transfer's (EFT) highlighted
  - c. Invoice stamped "Paid" by the vendor/contractor
  - d. Pre-paid card Statement showing credit remaining after particular project charge e.g., pre-paid photo copier card
  - e. Credit card Statement showing payment made accompanied with original credit card receipt listing specific charges. Must also include proof that the credit card was paid off.
  - f. For purchase of real property: copy of Final Buyer's Closing Statement
  - g. For grantee personnel services one of the following:
    - Chief Financial Officer's signature on the certification on the Grantee Labor Cost Form
    - Payroll stubs or payroll service printout for each pay period
    - Signed acknowledgement from employees regarding receipt of paychecks for a specific time period

**Advances** – Upon request, advances are allowed to assist with cash flow. The amount of the advance is determined based on need. Once an advance is reconciled, Grantee may seek another. Contact the project grants administrator to request an advance and protocol for administering.

## FOR ADVANCE TO ESCROW FOR ACQUISITION PROJECTS

To request money to be advanced to escrow, submit the following:

- Payment Request Form** for the amount of the grant budgeted to Fair Market Value of the property
- Evidence of Willing Seller**
- Letter requesting funds be deposited to** escrow on Grantee's letterhead containing the following:
  - a. Name and address of Grantee
  - b. Number of Grant Agreement
  - c. Dollar amount of disbursement requested
  - d. Name, address, and telephone number of the title company or escrow holder, and the escrow account number to which the grant funds will be disbursed
  - e. A statement by the Grantee that all funds needed for completion of acquisition of the real property (or conservation easement) have been secured and have been or will be deposited into escrow at or about the same date as the requested grant funds
  - f. Anticipated close of escrow date
- Payee Data Record** for the escrow company

**Final Payments** - Final retention will not be released until all closeout documents (in addition to regular payment request documents if applicable) have been received. This includes:

- a. Summary of Expenditures from all Project Funding Sources
- b. Certification of Completion Form
- c. Notice of Completion (if applicable)
- d. Recorded MOUGA/Deed Restriction (if applicable)

**Helpful Hints**

- Organize documentation in an easy to follow format (i.e. chronologically) with related information together and relevant information marked. Include any necessary explanations or notes to clarify certain documentation.
- Bill for the full amount and Agency will take out the retention of 10% for reimbursements. Retention will be released at closeout.
- Ensure numbers match (e.g. check numbers, amounts on forms and back up documentation, etc.) and that they are accurately calculated. Everything must add up to the penny.

All payment forms and these instructions can be found on our website here:

<https://resources.ca.gov/grants/Grant-Program-Resources>

Contact your Grant Administrator for further clarification or questions.

## **S. STATE AUDIT AND ACCOUNTING REQUIREMENTS**

**Contact your assigned Grant Administrator for questions about the following requirements:**

### **Accounting Requirements**

Grantees must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the project and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and timecards, evidence of payment, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

### **Accounting Rules for Employee Services (force account labor)**

Grantees must follow these accounting practices for employee services:

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

### **State Audit**

- All projects are subject to an audit by the State of California, Department of Finance within three (3) years following the final payment of grant funds. If the project is selected for an audit, the grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, canceled checks or other records of the grantee, as they relate to the project for which the funds were granted.
- The Grantee must retain the project records for a period of three (3) years and one (1) year following an audit. All documents must be readily available, and an employee with knowledge of the project must be available to assist the auditor. The Grantee must provide a copy of any document, paper, record, or the like, requested by the auditor.

## **T. DOCUMENTS REQUIRED FOR THE DEPARTMENT OF FINANCE AUDIT**

Please have the following documents, files, records, and other resources available for the Department of Finance during their audit of the grant.

### **Internal Controls:**

1. Grantee's organization charts.
2. Written internal procedures and flowcharts for the following procedures:
  - a. Grantee's receipts and deposits
  - b. Grantee's disbursements
  - c. Grantee's invoice preparation
3. Audit reports covering the Grantee's internal control structure and/or expenditures within the last two years.

### **Contracts:**

1. Original contract between the Grantee and the State, including any amendments.
2. All contract documents between the Grantee and any subcontractors.
3. Listing of all active or completed contracts funded by Proposition 12, 13, 40, and 50.

### **Budgets:**

1. Budget modification documents.

### **Invoices:**

1. Invoices from the Grantee to the State for payments made under the grant.
2. Invoices from the subcontractors to the Grantee for payments made under the grant.
3. All supporting documentation associated with the above invoices.

### **Cash Documents:**

1. Receipts showing payments received from the State.
2. Deposit slips showing deposit of the payments received from the State.
3. Canceled checks or disbursement documents showing payments made to vendors for contract disbursements.
4. Bank statements showing the deposit of the receipts and interest earned on any monies held by the Grantee.

### **Accounting Records:**

1. Ledgers showing entries for cash receipts and cash disbursements.

### **Travel/Per Diem:**

1. Grantee travel policies.
2. Travel claims for travel costs charged to the contract organized by the Grantee Invoice on which the travel was charged.
3. Mileage logs, if mileage for grantee employees claimed and paid with Grant funds.

### **Project Files:**

1. All supporting documentation maintained in the project files.



## Q. SAMPLE GRANT AGREEMENT

### STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

**Grantee Name:** Insert Here  
**Project Title:** Insert Here  
**Agreement Number:** XXXXXX-0  
**Authority:** Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)  
**Program:** General Fund Specified Grant Projects

### PROJECT DESCRIPTION

#### Brief Project Description

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

### TERMS AND CONDITIONS OF GRANT

#### Special Provisions

**Special Provisions, if applicable. EXAMPLES ONLY:** (see other Sample Special Provisions in B&G/Procedures–Various/Preparation of Grant Agreement)

1. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in acquiring or developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
2. As a condition precedent to the State's obligation to deposit funds into escrow or to provide reimbursement related to the Acquisition, the Grantee shall have obtained approval of the language contained in the grant deed by the Natural Resources Agency. Said deed shall include the State's required protections, restrictions of use and subsequent transfer requirements.
3. The State Department of General Services (DGS) may review and approve in writing all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds. Such review and approval by the State shall be timely and shall not be unreasonably withheld.
4. DGS shall review and approve in writing the appraisal of the real property.
5. The Grantee agrees to pay DGS directly the amount invoiced by DGS for services rendered for its review of the appraisal, transaction review, or other related activities as described above. Should the Grantee fail to pay DGS, the State is authorized to pay DGS by directly transferring from the Grant Funds the amount invoiced by DGS. The State will notify the Grantee at the time of the transfer and provide a copy of the appraisal review letter and invoice upon receipt.

6. **Insert if more than one escrow is anticipated:** The Grantee agrees that all parcels to be acquired by this project will have concurrent escrows.
7. **Insert if the Grantee is a nonprofit:** If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.
8. **If Grantee is a federally recognized Indian Tribe replace Section F below with the following: Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless**
  - a. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.
  - b. Limited Waiver of Sovereign Immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
  - c. Grantee shall indemnify, hold harmless State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending State in court but shall reimburse for actual invoiced costs associated with the defense.

Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and 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.
9. **If Planned transfer of property:** The State is aware of and approves a subsequent conveyance of the property to the **Long-Term Landowner Name**. Such approval is contingent, however, upon the **Long-Term Landowner Name's** written commitment to:
  - a. Accept title to the property, and
  - b. Provide for the long-term operations and maintenance of the property for the uses intended by this grant program as specified in the grant agreement.
10. As conditions precedent to the State's obligation to make any **construction or acquisition** funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by **XX/XX/20XX**.
11. **Insert if nonprofit:** If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title, and interest in the real property in lieu of the State.
12. **Insert if grantee has not yet obtained land tenure/site control:** As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide evidence of adequate land tenure and evidence that the project will be operated and maintained for a minimum of **\_\_ years** satisfactory to the State for all land to be improved under this Agreement.

## **General Provisions**

### **A. Definitions**

1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an entity who has a signed agreement for grant funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

### **B. Project Execution**

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the

sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.
9. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land at a price not to exceed Fair Market Value. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
10. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. 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. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
11. Grantee shall provide for public access and/or educational features where feasible.
12. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to 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.

13. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

#### C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement **for Acquisition** of real property will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, completion of the conditions described in Sections 3, D.6 and D.7 below and all Special Conditions set forth in this Agreement.
  - b. Costs of obtaining approval of the purchase price and transaction review from the DGS. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.
2. Requests for advance payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
  - a. Name and address of Grantee.
  - b. Number of Agreement.
  - c. Dollar amount of disbursement requested.
  - d. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed.
  - e. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property.
  - f. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed for and by the escrow company.

3. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
  - a. Complete Payment Request Form.
  - b. Buyer's closing statement.
  - c. Copies of recorded Memoranda of Unrecorded Grant Agreement/Deed Restrictions.
  - d. Policy of title insurance.
  - e. Project Certification Form (if the Project is complete and payment in full is requested).
  - f. Evidence of compliance with signage requirement.
  - g. Summary report of final total Project expenditures.

4. Grant funds provided to Grantee under this Agreement for Development will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
  - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
  - c. Advance payments may be made at the discretion of the State.
  - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
  - e. Overhead costs are generally limited to a maximum of 15% of total direct costs.
5. Payment Documentation:
  - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
6. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
7. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
8. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

#### D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any 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 jurisdiction.

4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
5. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026**.
6. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
7. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
8. Grantee must report to the State all sources of other funds for the project.

#### E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for 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 funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

#### F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and 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.

#### G. Financial Records

1. 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. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. 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 Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

#### H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.
2. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of **XXXXXXXX (XX) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.



3. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement 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 this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, 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, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in 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 reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

#### M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

#### N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

#### O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) 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 the grant funds were granted.

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Ian Schneider, San Francisco Public Works  
**DATE:** 9/26/22  
**SUBJECT:** Accept and Expend Resolution for Improvements for Japantown Peace Plaza, Buchanan Center Mall

**GRANT TITLE:** California Budget Act of 2021 General Fund Specified Development & Acquisition Grant

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Attached please find the original and 4 copies of each of the following:

Proposed grant ordinance; original signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Trent Tieger

Phone: 415-319-4637

Interoffice Mail Address: 49 South Van Ness Ave., 7th Floor

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).