

2018-19

Procedural Guide for the

Richmond Community Center Local Assistance Specified Grant

July 16, 2018



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

“Creating Community through People, Parks, and Programs”

Send Application and correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

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

Phone: (916) 653-7423

Website: www.parks.ca.gov/grants

2018-2019 California State Budget, Chapter 29/2018

Budget Item 3790-101-0001 1(h)

\$2,000,000 shall be available for a grant to the City and County of San Francisco
for the Richmond Community Center.

Grant Performance Period: July 1, 2018 – June 30, 2021

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



Department Mission

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

Community Engagement Division Mission

Encouraging healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services (OGALS) Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

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

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Words and terms shown in **SMALL CAPS** in this procedural guide are defined beginning on page 36.

Grant Process

Key Dates

This specified grant is appropriated by the 2018-19 State Budget (Chapter 29, statutes of 2018). The following dates allow OGALS sufficient time to ensure project completion within the grant performance period (July 1, 2018-June 30, 2021).

- Resolution: submit by November 1, 2018
- Contract: Sign and submit by December 1, 2018
- Project application packet(s): submit by January 1, 2019
- Projects Complete by December 31, 2020
- Project Completion Packets: submit by March 31, 2021
- Project Record Retention Period is 5 years past final payment.

Grant Process Detail

1. **Resolution:** GRANTEE sends resolution to OGALS.
2. **CONTRACT:** OGALS sends a contract to the GRANTEE once the resolution has been submitted. Any costs incurred prior to finalizing the contract are at the GRANTEE's own risk.
 - a. The CONTRACT section, beginning on page 26, includes a sample contract.
 - b. The AUTHORIZED REPRESENTATIVE signs and returns the contract to OGALS by December 1, 2018.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of grant funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The grant payments section, beginning on page 16, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s) and sends PROJECT COMPLETION PACKET(s) to OGALS no later than March 31, 2021.
 - c. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following receipt of the final GRANT payment. The Accounting and Audit Section, beginning on page 34, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Body agrees to the terms of the CONTRACT; it provides confirmation that the APPLICANT has the funding to complete, operate and maintain the project.
2. Designates a position title to represent the Governing Body on all matters regarding the application and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*. Any changes to the language may require legal review.

Submitted documents need not contain "wet" signatures; but the applicant must keep all original signed documents.

Resolution Form

Resolution No: _____

RESOLUTION OF THE (City Council, Board of Supervisors, Board of Directors or Title of Governing Body) OF (City, County, District, or Name of Organization) APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the [title of governing body], setting up necessary procedures governing application(s); and

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

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the [Title of Governing Body] of the [Name of Organization] hereby:

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

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

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

Ayes:
Noes:
Absent:

(Clerk)

Application Section

- GRANTEE may submit multiple applications.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Please number all pages of the APPLICATION PACKET.
- Separate APPLICATION PACKETS are required for each project site.
- GRANTEES are encouraged to submit documents electronically.
- Electronic documents must be submitted as .pdf files.
- Electronically submitted documents must be sent as separate items.

Application Packet Checklist

Applicants must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET will not be considered complete unless all items on the checklist are submitted. Each grant project requires its own application.

Check if included	Check if not applicable	Application Item	Procedure Guide Page #	Signed by AUTHORIZED REPRESENTATIVE <input checked="" type="checkbox"/>	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist	Pg. 7		Pg.____
<input type="checkbox"/>		Application	Pg. 9	<input type="checkbox"/>	Pg.____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements	Pg. 10		Pg.____
<input type="checkbox"/>		Project Grant Scope/Cost Estimate	Pg. 13	<input type="checkbox"/>	Pg.____
<input type="checkbox"/>	<input type="checkbox"/>	Funding Sources	Pg. 14	<input type="checkbox"/>	Pg.____
<input type="checkbox"/>		CEQA Compliance Certification	Pg. 15	<input type="checkbox"/>	Pg.____
<input type="checkbox"/>		Land Tenure	Pg. 16		Pg.____
<input type="checkbox"/>		Site Plan	Pg. 16		Pg.____

Additional Non-Profit Requirements

Fidelity Bond (For Non-profit GRANTEES only)

Non-profit GRANTEES must provide a copy of a current Fidelity Bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium for a Fidelity Bond is an ELIGIBLE COST.

A Fidelity Bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The GRANTEE is the insured party. DPR must be named as a Third Party Loss Payee, i.e., the same as a mortgage company on a home loan. OGALS address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be at least equal to the GRANT amount. Fidelity Bond insurance must be kept current for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the Fidelity Bond through a general liability carrier, a major casualty insurance carrier, or a bonds specialty company. A list of Fidelity Bond frequently asked questions is available on the OGALS web site at www.parks.ca.gov/grants

Three-Bid Process (For Non-profit GRANTEES only)

Non-profit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded PROJECT for services (greater than \$5,000), and for construction work (greater than \$25,000), thus ensuring state funds are spent responsibly.

Process:

1. Non-profit GRANTEE attempts to obtain three bids for services (greater than \$5,000) and for construction work (greater than \$25,000).
2. To ensure that bidders understand the required PROJECT elements, the non-profit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" factors, and the required PROJECT elements based on the Grant Scope/Cost Estimate Form, and concept level site plan.
3. Solicit bids by contacting at least three potential contractors or by invitation for bids advertising, or a combination of both methods.

The non-profit GRANTEE's Board of Directors evaluates the bids to determine which contractor will provide the "best value" and will meet PROJECT requirements. "Best value" should be determined by price, quality of materials, equipment, and workmanship. The evaluation process must ensure no conflict of interest between the contractor and the non-profit GRANTEE's Board of Directors. The non-profit GRANTEE's Board of Directors need not necessarily accept the lowest bid, but a reasonable justification for the decision should be recorded in writing.

4. The Board of Directors selects a contractor and awards a contract.
5. For audit purposes, the GRANTEE keeps records of Steps 1 – 4 above.

Waiver of Three-Bid Requirement

The non-profit GRANTEE may request a waiver of the three-bid process requirement. To request a waiver, the GRANTEE must send a written request to the PROJECT OFFICER assigned to the grant PROJECT and explain why a waiver is required.



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

Specified Grant Project Application Form

PROJECT NAME	REQUESTED PROJECT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
Project is for Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Combination <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
APPLICANT NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	

Name (<i>typed or printed</i>) and Title	Email address Phone
GRANT CONTACT - For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	

Name (<i>typed or printed</i>) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name _____	
Title _____	

Acquisition Projects

Acquisition Requirements

Purchase price cannot exceed the appraised value, even if the grantee is willing to pay the difference.

Acquisition Documentation

For each parcel to be acquired, provide a document with the following information:

1. An appraisal conducted within the last six months
2. A separate letter from an independent third party, Certified General (AG) rated appraiser certified by the California Office of Real Estate Appraisers stating that the appraisal was reviewed, and was completed using acceptable methods. (Should be no more than one page).
3. Assessor's parcel number
4. County Assessor's parcel map, showing parcel to be acquired
5. Estimated value of each parcel to be acquired
6. Acreage of each parcel to be acquired
7. A description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
8. Estimated cost of relocation (if applicable)
9. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements.
10. A letter from the seller indicating a willingness to enter into negotiations to sell the property, and indicating the seller's understanding that the State cannot participate in acquisitions for more than the appraised value.

For easement acquisitions, in addition to the requirements above, provide:

11. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

12. A letter signed by the Authorized Representative, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code 7260-7277.

Provide the following totals:

13. Total acreage to be acquired.
14. Total of all costs for land and relocation.
15. Total of all costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs.

Eligible Costs for Acquisition

- Employee services – see accounting rules for employee services for more information (page 12)
- GRANT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Costs for Acquisition – Cannot be charged to the grant

- Land acquired outside of the state
- Costs incurred outside the GRANT PERFORMANCE PERIOD
- Development costs

Development Projects

Development Project Requirements

1. Contracted work must comply with the provisions of Section 1771.5 of the State Labor Code
2. GRANTEE must hire licensed contractors, with adequate liability insurance, performance bond, or other security necessary to protect GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the grant.

Eligible Costs for Development

Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS with any questions regarding a project cost.

- Public meeting/focus group/design workshop
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid packages
- Employee services
- Grant administration and accounting
- Construction –necessary labor and construction activities to complete the project, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections, PROJECT administration,
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications.

Ineligible Costs for Development – Cannot be charged to the grant

- Construction or improvements to facilities that are not primarily focused on the purpose of the grant.
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising

Accounting Rules for Employee Services (FORCE ACCOUNT LABOR)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and 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.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.



State of California – The Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
Project Scope/Cost Estimate Form

Pre-Construction (costs incurred prior to breaking ground, examples include: design, permits, CEQA)	Estimated cost
	\$
	\$
	\$
	\$
Features (examples include: community center, playground, trail, swimming pool)	Estimated cost
	\$
	\$
	\$
	\$
Major support amenities (permanently-fixed, stand-alone items which support features and cost over \$50,000. Examples include: restrooms, parking lots, lighting)	Estimated cost
	\$
	\$
	\$
	\$
	Estimated TOTAL PROJECT COST
PROJECT Application Amount: \$ _____	\$ _____

The GRANTEE understands that this form will be used to establish ELIGIBLE COSTS, and that all of the recreation features and major support amenities listed on this form must be completed and open to the public before final PROJECT payment is processed as specified in the Final payments section found on page 20 of this guide.

(Signature) _____ Date _____
 AUTHORIZED REPRESENTATIVE



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

Funding Sources

Projects funded by the program are not complete until all grant scope items are complete and open to the public.

If Specified grant funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these grant funds will contribute to is \$ _____

Anticipated completion date: _____

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2018-19 Budget Act	July 1, 2018	\$

Submit a revised Funding Sources Form should funding sources be modified.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE: _____

Project Name: _____

Project Address: _____

Is CEQA complete? Yes No Is completing CEQA a project scope item? Yes No

What document was filed, or is expected to be filed for this project’s CEQA analysis (check one):

- | | |
|--|--|
| | Date complete/expected to be completed |
| <input type="checkbox"/> Notice of Exemption (attach recorded copy when filed) | _____ |
| <input type="checkbox"/> Notice of Determination (attach recorded copy when filed) | _____ |
| <input type="checkbox"/> Other: _____ | _____ |

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: () _____ Email: _____

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project’s construction or acquisition.

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

AUTHORIZED REPRESENTATIVE (Signature)	Date	AUTHORIZED REPRESENTATIVE (Printed Name and Title)
--	------	---

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure and Site Control

If the property is owned in fee simple by the APPLICANT, provide a copy of the

- Deed or deed recordation number or,
- Title report or,
- Tract map (if owner's name provided)

If the property is not owned in fee simple, provide the lease, easement, joint powers agreement, etc.

Site Plan

Provide a drawing showing where all the items listed in the PROJECT SCOPE/Cost Estimate Form will be located.

Grant Payments

There are three types of payments:

- Reimbursement (Pre-construction and construction) (page 16)
- ADVANCE (Pre-construction and construction) (page 17)
- Final (page 20)

Payment Requirements

- Status Report submitted to OGALS within the last six months (see page 21).
- GRANT payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final payment as a REIMBURSEMENT.
- The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged.
- Payment requests are processed through the State Controller's Office and mailed to the GRANTEE six to eight weeks from the date the request is approved by OGALS.

Pre-Construction Reimbursement

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
PRE-CONSTRUCTION REIMBURSEMENT(S)	After the CONTRACT has been ENCUMBERED	<ul style="list-style-type: none"> • Payment Request Form • Grant Expenditure Form

Construction Reimbursement

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
REIMBURSEMENT of up to 80% of PROJECT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE has incurred costs for work related to the GRANT SCOPE	<ul style="list-style-type: none"> • Payment Request Form • Grant Expenditure Form • Construction progress photos • Filed NOD or NOE

Advance Payments

- ADVANCE payments are made at the discretion of OGALS.
- OGALS considers ADVANCE payments to be a privilege and reserves the right to disapprove ADVANCE payments.
- ADVANCE payments may be requested for costs the grantee will incur within the next six months.
- ADVANCE funds, and any interest earned on those funds, must be spent within six months of receipt, or returned to OGALS.
- The sum of construction and pre-construction advances cannot exceed 50% of the grant amount.

Pre-construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send
ADVANCE(s) up to the amount that will be spent in the next six months.	Combined advance for construction and pre-construction can be up to 50% of the grant amount	After the GRANT CONTRACT has been ENCUMBERED	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below)

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send
ADVANCE(s) up to the amount that will be spent in the next six months.	Advance for construction and pre-construction combined can be up to 50% of the grant amount	After the GRANT CONTRACT has been ENCUMBERED, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Copy of signed construction contract and a notice to proceed or FORCE ACCOUNT labor schedule. • Filed NOD or NOE (page 15)

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the grantee will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (FORCE ACCOUNT or name of contractor). The six month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% advance limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest on the project.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. Advances should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared by submitting:

- A grant expenditure form documenting expenditures on eligible costs equal to the ADVANCE amount plus any earned interest.
- Photos of any construction completed with the ADVANCE funds (for construction ADVANCES)
- The balance of unspent GRANT funds must be returned to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.
- If interest was earned on the ADVANCED funds, interest must be spent on ELIGIBLE COSTS, and the unspent GRANT funds returned to OGALS.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds have been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Supporting Documentation to Send to PROJECT OFFICER
ADVANCES up to 50% of the GRANT amount	After the GRANT CONTRACT has been fully executed and escrow is open.	The three required items to request an ADVANCE payment into escrow (explained below).

These three items are required to request an ADVANCE payment for ACQUISITION:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 10).
 - c) GRANT CONTRACT number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the GRANT SCOPE and fulfillment of the CONTRACT provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the ACQUISITION of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 22).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the grantee in 4 to 6 weeks.

Returning Unexpended Advanced Funds for ACQUISITION

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

Final Payments/Project Completion Packets

OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.

After PROJECT COMPLETION, request the final payment by submitting the following documents:

1. Payment Request Form (page 22)
2. GRANT Expenditure Form (page 24)
3. Final Funding Sources Form (page 14)
4. PROJECT COMPLETION Certification (page 24)
5. Notice of Completion (optional)¹

To guarantee payment, PROJECT COMPLETION PACKETS must be submitted by March 31, 2021.

¹ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

Payment Request Form

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

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (<i>a. minus b.</i>)	\$ _____
d. Amount Of This Request	\$ <input style="width: 150px; height: 20px;" type="text"/>
e. Remaining Funds After This Payment (<i>c. minus d.</i>)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

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Payment Request Form Instructions

- Type or print legibly all entries
- Round all amounts down to the nearest whole dollar

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

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

Grant Expenditure Form

PROJECT Number _____

Warrant/Check # (1)	Date (2)	Recipient (3)	Purpose (4)	Non-Construction Amount (5)	Construction Amount (6)
---------------------	----------	---------------	-------------	-----------------------------	-------------------------

PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

Grand Total (5) + (6) \$ _____

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Use of electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column is acceptable. Please include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If FORCE ACCOUNT LABOR OF GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

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

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

Column (4) Brief description of cost, such as “design”, “permits”, “construction.” When describing such costs, such as “design”, state what the design is for, and who prepared it. For items such as “permits”, state what kind of permit(s). For items such as “construction,” state what type or portion of construction, or what was constructed. (For instance, “community center”, “walkway”, etc.)

Column (5) PRE-CONSTRUCTION costs

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT amount

- An electronic version of this form is available at www.parks.ca.gov/grants.
- GRANTEES may use their own spreadsheet if it contains the required information shown above.

Project Completion Certification

GRANTEE: _____ PROJECT Number: _____

GRANTEE contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

PROJECT COMPLETION – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on ADVANCED Grant funds: \$ _____

Interest spent on ELIGIBLE COSTS: \$ _____

Was a Notice of Completion filed with the County Recorder? Yes ___ No ___

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

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

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

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

GRANTEE’S AUTHORIZED REPRESENTATIVE Title
(Printed or Typed name)

GRANTEE’S AUTHORIZED REPRESENTATIVE (Signature) Date

Contract

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

Sample Specified Grant Contract

GRANTEE: [Grantee Name]

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2021

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2021

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$[Grant amount]

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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

GRANTEE

By _____
(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name](hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-0001(1)(x) (appropriation chapter and budget item number hereinafter referred to as “SPECIFIED GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2018 to June 30, 2021.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term “CONTRACT PERFORMANCE PERIOD” means the duration of time during which this CONTRACT is in effect.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term “GRANT PERFORMANCE PERIOD” means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term “GRANT PROJECT” means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for [Project Name] Specified Grant.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

During the CONTRACT PERFORMANCE PERIOD, the GRANTEE agrees to submit any proposed change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all proposed changes that will occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must first be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Project Costs

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

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
2. During the GRANT PERFORMANCE PERIOD, the GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a specific request. All such project status reports shall be signed and certified as complete and accurate by the authorized representative of the GRANTEE. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

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

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this contract at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this contract may be rescinded, modified or amended only by mutual CONTRACT in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual CONTRACT is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT or any other grant contracts, specified or general, that GRANTEE has entered into with STATE or any other department, agency, commission or other subdivision of California State government, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

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

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this contract only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this contract and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. All real property (including any portion or interest in it, including any leases), or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and control of any portion of the GRANT PROJECT and responsibilities under this CONTRACT shall not be assignable or transferable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

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

P. Waiver

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

GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

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

Accounting Rules for Employee Services (FORCE ACCOUNT LABOR)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and 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.*
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. (See page 35, Audit Checklist). All PROJECT records must be retained for five years after final payment was received.

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

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

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

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

CONTRACTS

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

FORCE ACCOUNT LABOR*

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

IN-HOUSE EQUIPMENT*

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

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

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

ACQUISITION

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

INTEREST

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

AGREEMENT/CONTRACTS

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

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

** Front and back if copied.

Definitions

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

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

APPLICATION PACKET – the Application form and its required attachments as described beginning on page 7.

APPROPRIATION DATE – July 1 of the fiscal year in which funds were appropriated through the state budget process. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

AUTHORIZED REPRESENTATIVE – the APPLICANT’S/ GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

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

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

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the CONTRACT agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

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

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

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

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

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

PRE-CONSTRUCTION COSTS – costs incurred during the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the specific items to be completed with grant funds, or specific land to be purchased.

PROJECT COMPLETION – when the recreation features and major support amenities listed in the PROJECT SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public. With approval by OGALS, project completion may occur before the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 24 that are required in order to request final payment following PROJECT COMPLETION

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

SCOPE – the recreation features and major support amenities listed in the PROJECT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the recreation features and major support amenities listed in the PROJECT SCOPE/Cost Estimate Form.