

R-20-136 Meeting 20-27 November 18, 2020

AGENDA ITEM 7

AGENDA ITEM

Application for Grant Funding from the California Department of Parks and Recreation's Proposition 68 Per Capita Grant Program

GENERAL MANAGER'S RECOMMENDATION

Adopt a Resolution authorizing the General Manager to submit an application for Proposition 68 Per Capita Program grant funding from the California Department of Parks and Recreation and to negotiate a grant funding agreement(s) for \$1,214,590 in Per Capita funding.

SUMMARY

The General Manager recommends that Midpeninsula Regional Open Space District (District) adopt a resolution authorizing the General Manager as signatory for submission of an application to the California Department of Parks and Recreation (CDPR). This report provides a description of the state bond funds allocated to the District through the Per Capita Program and the approval process for use of the funds.

DISCUSSION

Proposition 68 was passed by California voters in June 2018, authorizing the availability of \$185,000,000 in grant funding to eligible park and open space organizations through a Per Capita Program. CDPR announced allocations for the Per Capita Program in July 2020 and the District qualifies for a non-competitive allocation of \$1,214,590 from the Per Capita Program based on the District's population.

Funds must support capital outlays for recreation and may include land acquisitions or improvements for recreation on existing District land. Expenses for approved projects can be reimbursed retroactively back to a start date of July 1, 2018. Projects must complete grantfunded work by December 31, 2023, and final reimbursement requests must be received no later than March 31, 2024. A 20% match of the total project cost is required if the project is not located within a severely disadvantaged community (median household income less than 60% of the statewide average). Public access to the project must be made available within three years of the final grant payment.

The proposed use of the Per Capita state bond funding is to support the Alma Cultural Landscape Rehabilitation Project, including the removal of hazardous conditions and improvement of pathways and landscape features for the public to access and enjoy the cultural, natural and historic elements of the Alma College site.

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CDPR requires a resolution from the District's Board of Directors as an initial step in the Per Capita Program application process. The resolution (Attachment 1) authorizes the General Manager or her designee to sign the application for Per Capita funds and to execute a grant agreement or agreements for the funds.

FISCAL IMPACT

Upon review and approval by CDPR, this funding opportunity would have a positive impact of up to \$1,214,590.

BOARD COMMITTEE REVIEW

This report was not previously reviewed by a committee.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

Submitting grant applications to secure funding is not subject to the California Environmental Quality Act (CEQA). The Per Capita Grant Program requires that grantees comply with CEQA and certify that the CEQA analysis for any project encompasses all aspects of the work to be completed with grant funds.

NEXT STEPS

If approved by the Board, District staff would complete a Per Capita grant application for an eligible project or projects and the General Manager would submit the application to CDPR for consideration by late 2020. Upon review and approval by CDPR, District staff would work with CDPR staff to develop a grant agreement for grant funding and the General Manager would execute the agreement.

Attachment(s)

- 1. Resolution authorizing the General Manager to submit an application for Proposition 68 Per Capita Program grant funding from the California Department of Parks and Recreation and to negotiate a grant funding agreement(s) for \$1,214,590 in Per Capita funding.
- 2. Per Capita Allocations Table
- 3. Per Capita Grant Program Guidelines

Responsible Department Head:

Stefan Jaskulak, Chief Financial Officer, Administrative Services

Prepared by:

Deborah Hirst, Grants Program Manager, Administrative Services

Contact person:

Jordan McDaniel, Senior Grants and Procurement Technician, Administrative Services

RESOLUTION 20-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT AUTHORIZING THE GENERAL MANAGER TO SUBMIT AN APPLICATION FOR PROPOSITION 68 PER CAPITA PROGRAM GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION AND TO NEGOTIATE A GRANT FUNDING AGREEMENT FOR PER CAPITA FUNDING

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Midpeninsula Regional Open Space District hereby:

- 1. Approves the filing of project application(s) for Per Capita program grant project(s); and
- 2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
- 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
- 4. Certifies that all projects proposed will be consistent with the park and recreation element of the Midpeninsula Regional Open Space District's general or recreation plan (PRC §80063(a)); and
- 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
- 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
- 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Midpeninsula Regional Open Space District will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
- (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
- (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
- (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- (G) Identifying possible staff liaisons to diverse populations.
- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
- 11. Delegates the authority to the General Manager 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
- 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

	he Board of Directors of the Midpeninsula Regional 2020, at a special meeting thereof, by the following roll
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	APPROVED:
Jed Cyr, Secretary Board of Directors	Karen Holman, President Board of Directors
APPROVED AS TO FORM:	
•	eninsula Regional Open Space District, hereby certify
± •	of a resolution duly adopted by the Board of Directors ace District by the above vote at a meeting thereof duly
	Jennifer Woodworth, District Clerk



All Allocations Rounded to the Thousands

County and Regional Park District Allocations (40 Percent of \$185,000,000)

Rate of Allocations: \$1.64 Per Capita (Minimum of \$400,000 for populations below 247,577)

Jurisdiction	A	Allocation
County of Alameda	\$	-
County of Alpine	\$	400,000
County of Amador	\$	400,000
County of Butte	\$	400,000
County of Calaveras	\$	400,000
County of Colusa	\$	400,000
County of Contra Costa	\$	400,000
County of Del Norte	\$	400,000
County of El Dorado	\$	400,000
County of Fresno	\$	1,656,780
County of Glenn	\$	400,000
County of Humboldt	\$	400,000
County of Imperial	\$	400,000
County of Inyo	\$	400,000
County of Kern	\$	1,473,040
County of Kings	\$	400,000
County of Lake	\$	400,000
County of Lassen	\$	400,000
County of Los Angeles	\$	16,739,730
County of Madera	\$	400,000
County of Marin	\$	427,730
County of Mariposa	\$	400,000
County of Mendocino	\$	400,000
County of Merced	\$	455,590
County of Modoc	\$	400,000
County of Mono	\$	400,000
County of Monterey	\$	631,430
County of Napa	\$	-
County of Nevada	\$	400,000
County of Orange	\$	5,044,010
County of Placer	\$	633,810
County of Plumas	\$	400,000
County of Riverside	\$	3,945,380
County of Sacramento	\$	2,515,780

County of San Benito\$ 400,000County of San Bernardino\$ 3,510,320County of San Diego\$ 5,487,140County of San Francisco\$ 1,444,120County of San Joaquin\$ 1,224,650County of San Luis Obispo\$ 456,230County of San Mateo\$ 828,430County of Santa Barbara\$ 739,670County of Santa Clara\$ 1,194,060County of Santa Cruz\$ 447,240County of Shasta\$ 400,000County of Sierra\$ 400,000County of Siskiyou\$ 400,000County of Solano\$ 715,590County of Sonoma\$ 814,650County of Sutter\$ 400,000County of Sutter\$ 400,000County of Tehama\$ 400,000County of Tehama\$ 400,000County of Tulare\$ 779,560County of Tuolumne\$ 400,000County of Ventura\$ 1,398,240		
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County of Tulare \$ 779,560 County of Tuolumne \$ 400,000		
County of Tuolumne \$ 400,000		
County of Ventura \$ 1,398,240		
County of Yolo \$ 400,000		
County of Yuba \$ 400,000		
East Bay RPD \$ 4,592,710		
Midpeninsula ROSD \$ 1,214,590		
Monterey Peninsula RPD \$ 400,000		
Napa County RPOSD \$ 400,000		
Santa Clara Valley OSD \$ 1,120,020		
Note: A county with no allocation is due to an		

Note: A county with no allocation is due to an overlap with regional park district that operates and manages park and recreational areas and facilities for that population.

City and District Allocations Per Capita Program (60 Percent of \$185,000,000 plus \$2,000,000)

County	Jurisdiction	Allocation
Alameda	City of Alameda	\$ 177,952
Alameda	City of Albany	\$ 177,952
Alameda	City of Berkeley	\$ 177,952
Alameda	City of Dublin	\$ 177,952
Alameda	City of Emeryville	\$ 177,952
Alameda	City of Fremont	\$ 177,952
Alameda	City of Livermore	\$ 177,952
Alameda	City of Newark	\$ 177,952
Alameda	City of Oakland	\$ 177,952
Alameda	City of Piedmont	\$ 177,952
Alameda	City of Pleasanton	\$ 177,952
Alameda	City of San Leandro	\$ 177,952
Alameda	City of Union City	\$ 177,952
Alameda	Hayward Area RPD	\$ 177,952
Alameda	Livermore Area RPD	\$ 177,952
Alpine	Kirkwood Meadows PUD	\$ 177,952
Amador	City of Amador	\$ 177,952
Amador	City of Ione	\$ 177,952
Amador	City of Jackson	\$ 177,952
Amador	City of Plymouth	\$ 177,952
Amador	City of Sutter Creek	\$ 177,952
Amador	Jackson Valley Irrigation District	\$ 177,952
Amador	Pine Grove CSD	\$ 177,952
Amador	Volcano CSD	\$ 177,952
Butte	Chico Area RPD	\$ 177,952
Butte	City of Biggs	\$ 177,952
Butte	City of Chico	\$ 177,952
Butte	City of Gridley	\$ 177,952
Butte	City of Oroville	\$ 177,952
Butte	Durham RPD	\$ 177,952
Butte	Feather River RPD	\$ 177,952
Butte	Paradise RPD	\$ 177,952
Butte	Town of Paradise	\$ 177,952
Calaveras	City of Angels	\$ 177,952
Calaveras	Mokelumne Hill Veterans Memorial District	\$ 177,952

County	Jurisdiction	Allocation
Calaveras	San Andreas RPD	\$ 177,952
Colusa	Arbuckle PRD	\$ 177,952
Colusa	City of Colusa	\$ 177,952
Colusa	City of Williams	\$ 177,952
Colusa	Maxwell PRD	\$ 177,952
Contra Costa	Ambrose RPD	\$ 177,952
Contra Costa	Bethel Island MID	\$ 177,952
Contra Costa	City of Antioch	\$ 177,952
Contra Costa	City of Brentwood	\$ 177,952
Contra Costa	City of Clayton	\$ 177,952
Contra Costa	City of Concord	\$ 177,952
Contra Costa	City of El Cerrito	\$ 177,952
Contra Costa	City of Hercules	\$ 177,952
Contra Costa	City of Lafayette	\$ 177,952
Contra Costa	City of Martinez	\$ 177,952
Contra Costa	City of Oakley	\$ 177,952
Contra Costa	City of Orinda	\$ 177,952
Contra Costa	City of Pinole	\$ 177,952
Contra Costa	City of Pittsburg	\$ 177,952
Contra Costa	City of Pleasant Hill	\$ 177,952
Contra Costa	City of Richmond	\$ 177,952
Contra Costa	City of San Pablo	\$ 177,952
Contra Costa	City of San Ramon	\$ 177,952
Contra Costa	City of Walnut Creek	\$ 177,952
Contra Costa	Crockett CSD	\$ 177,952
Contra Costa	Kensington Police Protection and CSD	\$ 177,952
Contra Costa	Pleasant Hill RPD	\$ 177,952
Contra Costa	Town of Danville	\$ 177,952
Contra Costa	Town of Discovery Bay CSD	\$ 177,952
Contra Costa	Town of Moraga	\$ 177,952
Del Norte	City of Crescent City	\$ 177,952
El Dorado	Cameron Park CSD	\$ 177,952
El Dorado	City of Placerville	\$ 177,952
El Dorado	City of South Lake Tahoe	\$ 177,952
El Dorado	El Dorado Hills CSD	\$ 177,952
El Dorado	Fallen Leaf Lake CSD	\$ 177,952
El Dorado	Georgetown Divide RD	\$ 177,952
El Dorado	Tahoe Paradise RPD	\$ 177,952

County	Jurisdiction	Allocation
Fresno	Calwa PRD	\$ 177,952
Fresno	City of Clovis	\$ 177,952
Fresno	City of Coalinga	\$ 177,952
Fresno	City of Firebaugh	\$ 177,952
Fresno	City of Fowler	\$ 177,952
Fresno	City of Fresno	\$ 177,952
Fresno	City of Huron	\$ 177,952
Fresno	City of Kerman	\$ 177,952
Fresno	City of Kingsburg	\$ 177,952
Fresno	City of Mendota	\$ 177,952
Fresno	City of Orange Cove	\$ 177,952
Fresno	City of Parlier	\$ 177,952
Fresno	City of Reedley	\$ 177,952
Fresno	City of San Joaquin	\$ 177,952
Fresno	City of Sanger	\$ 177,952
Fresno	City of Selma	\$ 177,952
Fresno	Coalinga-Huron RPD	\$ 177,952
Fresno	Del Rey CSD	\$ 177,952
Fresno	Lanare CSD	\$ 177,952
Fresno	Malaga County Water District	\$ 177,952
Glenn	City of Orland	\$ 177,952
Glenn	City of Willows	\$ 177,952
Glenn	Elk Creek CSD	\$ 177,952
Glenn	Hamilton City CSD	\$ 177,952
Humboldt	City of Arcata	\$ 177,952
Humboldt	City of Blue Lake	\$ 177,952
Humboldt	City of Eureka	\$ 177,952
Humboldt	City of Ferndale	\$ 177,952
Humboldt	City of Fortuna	\$ 177,952
Humboldt	City of Rio Dell	\$ 177,952
Humboldt	City of Trinidad	\$ 177,952
Humboldt	Manila CSD	\$ 177,952
Humboldt	McKinleyville CSD	\$ 177,952
Humboldt	North Humboldt RPD	\$ 177,952
Humboldt	Resort Improvement District No.1	\$ 177,952
Humboldt	Rohner Community PRD	\$ 177,952
Humboldt	Willow Creek CSD	\$ 177,952
Imperial	Bombay Beach CSD	\$ 177,952

County	Jurisdiction	Allocation
Imperial	City of Brawley	\$ 177,952
Imperial	City of Calexico	\$ 177,952
Imperial	City of Calipatria	\$ 177,952
Imperial	City of El Centro	\$ 177,952
Imperial	City of Holtville	\$ 177,952
Imperial	City of Imperial	\$ 177,952
Imperial	City of Westmorland	\$ 177,952
Imperial	Heber PUD	\$ 177,952
Imperial	Salton CSD	\$ 177,952
Imperial	Seeley County Water District	\$ 177,952
Inyo	City of Bishop	\$ 177,952
Kern	Bear Mountain RPD	\$ 177,952
Kern	Bear Valley CSD	\$ 177,952
Kern	Buttonwillow PRD	\$ 177,952
Kern	City of Arvin	\$ 177,952
Kern	City of Bakersfield	\$ 177,952
Kern	City of California City	\$ 177,952
Kern	City of Delano	\$ 177,952
Kern	City of Maricopa	\$ 177,952
Kern	City of Ridgecrest	\$ 177,952
Kern	City of Shafter	\$ 177,952
Kern	City of Taft	\$ 177,952
Kern	City of Tehachapi	\$ 177,952
Kern	City of Wasco	\$ 177,952
Kern	McFarland RPD	\$ 177,952
Kern	North of the River RPD	\$ 177,952
Kern	Shafter RPD	\$ 177,952
Kern	Stallion Springs CSD	\$ 177,952
Kern	Tehachapi Valley RPD	\$ 177,952
Kern	Wasco RPD	\$ 177,952
Kern	West Side RPD	\$ 177,952
Kings	City of Avenal	\$ 177,952
Kings	City of Corcoran	\$ 177,952
Kings	City of Hanford	\$ 177,952
Kings	City of Lemoore	\$ 177,952
Lake	City of Clearlake	\$ 177,952
Lake	City of Lakeport	\$ 177,952
Lassen	City of Susanville	\$ 177,952

County	Jurisdiction	Allocation
Lassen	Leavitt Lake CSD	\$ 177,952
Lassen	Westwood CSD	\$ 177,952
Los Angeles	City of Alhambra	\$ 177,952
Los Angeles	City of Arcadia	\$ 177,952
Los Angeles	City of Artesia	\$ 177,952
Los Angeles	City of Avalon	\$ 177,952
Los Angeles	City of Azusa	\$ 177,952
Los Angeles	City of Baldwin Park	\$ 177,952
Los Angeles	City of Bell	\$ 177,952
Los Angeles	City of Bell Gardens	\$ 177,952
Los Angeles	City of Bellflower	\$ 177,952
Los Angeles	City of Beverly Hills	\$ 177,952
Los Angeles	City of Bradbury	\$ 177,952
Los Angeles	City of Burbank	\$ 177,952
Los Angeles	City of Calabasas	\$ 177,952
Los Angeles	City of Carson	\$ 177,952
Los Angeles	City of Cerritos	\$ 177,952
Los Angeles	City of Claremont	\$ 177,952
Los Angeles	City of Commerce	\$ 177,952
Los Angeles	City of Compton	\$ 177,952
Los Angeles	City of Covina	\$ 177,952
Los Angeles	City of Cudahy	\$ 177,952
Los Angeles	City of Culver City	\$ 177,952
Los Angeles	City of Diamond Bar	\$ 177,952
Los Angeles	City of Downey	\$ 177,952
Los Angeles	City of Duarte	\$ 177,952
Los Angeles	City of El Monte	\$ 177,952
Los Angeles	City of El Segundo	\$ 177,952
Los Angeles	City of Gardena	\$ 177,952
Los Angeles	City of Glendale	\$ 177,952
Los Angeles	City of Glendora	\$ 177,952
Los Angeles	City of Hawaiian Gardens	\$ 177,952
Los Angeles	City of Hawthorne	\$ 177,952
Los Angeles	City of Hermosa Beach	\$ 177,952
Los Angeles	City of Hidden Hills	\$ 177,952
Los Angeles	City of Huntington Park	\$ 177,952
Los Angeles	City of Inglewood	\$ 177,952
Los Angeles	City of Irwindale	\$ 177,952

County	Jurisdiction	Allocation
Los Angeles	City of La Cañada Flintridge	\$ 177,952
Los Angeles	City of La Habra Heights	\$ 177,952
Los Angeles	City of La Mirada	\$ 177,952
Los Angeles	City of La Puente	\$ 177,952
Los Angeles	City of La Verne	\$ 177,952
Los Angeles	City of Lakewood	\$ 177,952
Los Angeles	City of Lancaster	\$ 177,952
Los Angeles	City of Lawndale	\$ 177,952
Los Angeles	City of Lomita	\$ 177,952
Los Angeles	City of Long Beach	\$ 177,952
Los Angeles	City of Los Angeles	\$ 177,952
Los Angeles	City of Lynwood	\$ 177,952
Los Angeles	City of Malibu	\$ 177,952
Los Angeles	City of Manhattan Beach	\$ 177,952
Los Angeles	City of Maywood	\$ 177,952
Los Angeles	City of Monrovia	\$ 177,952
Los Angeles	City of Montebello	\$ 177,952
Los Angeles	City of Monterey Park	\$ 177,952
Los Angeles	City of Norwalk	\$ 177,952
Los Angeles	City of Palmdale	\$ 177,952
Los Angeles	City of Palos Verdes Estates	\$ 177,952
Los Angeles	City of Paramount	\$ 177,952
Los Angeles	City of Pasadena	\$ 177,952
Los Angeles	City of Pico Rivera	\$ 177,952
Los Angeles	City of Pomona	\$ 177,952
Los Angeles	City of Rancho Palos Verdes	\$ 177,952
Los Angeles	City of Redondo Beach	\$ 177,952
Los Angeles	City of Rolling Hills	\$ 177,952
Los Angeles	City of Rolling Hills Estates	\$ 177,952
Los Angeles	City of Rosemead	\$ 177,952
Los Angeles	City of San Dimas	\$ 177,952
Los Angeles	City of San Fernando	\$ 177,952
Los Angeles	City of San Gabriel	\$ 177,952
Los Angeles	City of San Marino	\$ 177,952
Los Angeles	City of Santa Clarita	\$ 177,952
Los Angeles	City of Santa Fe Springs	\$ 177,952
Los Angeles	City of Santa Monica	\$ 177,952
Los Angeles	City of Sierra Madre	\$ 177,952

County	Jurisdiction	Allocation
Los Angeles	City of Signal Hill	\$ 177,952
Los Angeles	City of South El Monte	\$ 177,952
Los Angeles	City of South Gate	\$ 177,952
Los Angeles	City of South Pasadena	\$ 177,952
Los Angeles	City of Temple City	\$ 177,952
Los Angeles	City of Torrance	\$ 177,952
Los Angeles	City of Vernon	\$ 177,952
Los Angeles	City of Walnut	\$ 177,952
Los Angeles	City of West Covina	\$ 177,952
Los Angeles	City of West Hollywood	\$ 177,952
Los Angeles	City of Westlake Village	\$ 177,952
Los Angeles	City of Whittier	\$ 177,952
Los Angeles	City of Agoura Hills	\$ 177,952
Los Angeles	Miraleste RPD	\$ 177,952
Los Angeles	Westfield Park Rec and Parkway District No. 12	\$ 177,952
Madera	City of Chowchilla	\$ 177,952
Madera	City of Madera	\$ 177,952
Marin	Bel Marin Keys CSD	\$ 177,952
Marin	Bolinas Community PUD	\$ 177,952
Marin	City of Belvedere	\$ 177,952
Marin	City of Larkspur	\$ 177,952
Marin	City of Mill Valley	\$ 177,952
Marin	City of Novato	\$ 177,952
Marin	City of San Rafael	\$ 177,952
Marin	City of Sausalito	\$ 177,952
Marin	Firehouse Community Park Agency	\$ 177,952
Marin	Marin City CSD	\$ 177,952
Marin	Marinwood CSD	\$ 177,952
Marin	Muir Beach CSD	\$ 177,952
Marin	Strawberry RD	\$ 177,952
Marin	Tamalpais CSD	\$ 177,952
Marin	Tomales Village CSD	\$ 177,952
Marin	Town of Corte Madera	\$ 177,952
Marin	Town of Fairfax	\$ 177,952
Marin	Town of Ross	\$ 177,952
Marin	Town of San Anselmo	\$ 177,952
Marin	Town of Tiburon	\$ 177,952
Mendocino	Anderson Valley CSD	\$ 177,952

County	Jurisdiction	Allocation
Mendocino	Brooktrails CSD	\$ 177,952
Mendocino	City of Fort Bragg	\$ 177,952
Mendocino	City of Point Arena	\$ 177,952
Mendocino	City of Ukiah	\$ 177,952
Mendocino	City of Willits	\$ 177,952
Mendocino	Comptche CSD	\$ 177,952
Mendocino	Mendocino Coast RPD	\$ 177,952
Merced	City of Atwater	\$ 177,952
Merced	City of Dos Palos	\$ 177,952
Merced	City of Gustine	\$ 177,952
Merced	City of Livingston	\$ 177,952
Merced	City of Los Banos	\$ 177,952
Merced	City of Merced	\$ 177,952
Modoc	City of Alturas	\$ 177,952
Mono	Town of Mammoth Lakes	\$ 177,952
Monterey	Carmel Valley RPD	\$ 177,952
Monterey	City of Carmel-by-the-Sea	\$ 177,952
Monterey	City of Del Rey Oaks	\$ 177,952
Monterey	City of Gonzales	\$ 177,952
Monterey	City of Greenfield	\$ 177,952
Monterey	City of King City	\$ 177,952
Monterey	City of Marina	\$ 177,952
Monterey	City of Monterey	\$ 177,952
Monterey	City of Pacific Grove	\$ 177,952
Monterey	City of Salinas	\$ 177,952
Monterey	City of Sand City	\$ 177,952
Monterey	City of Seaside	\$ 177,952
Monterey	City of Soledad	\$ 177,952
Monterey	Greenfield Public RD	\$ 177,952
Monterey	North County RD	\$ 177,952
Monterey	Pajaro CSD	\$ 177,952
Monterey	Soledad-Mission RD	\$ 177,952
Monterey	Spreckels Memorial District	\$ 177,952
Napa	City of American Canyon	\$ 177,952
Napa	City of Calistoga	\$ 177,952
Napa	City of Napa	\$ 177,952
Napa	City of St Helena	\$ 177,952
Napa	Town of Yountville	\$ 177,952

County	Jurisdiction	Allocation
Nevada	Bear River RPD	\$ 177,952
Nevada	City of Grass Valley	\$ 177,952
Nevada	City of Nevada City	\$ 177,952
Nevada	Oak Tree PRD	\$ 177,952
Nevada	Town of Truckee	\$ 177,952
Nevada	Western Gateway RPD	\$ 177,952
Orange	City of Aliso Viejo	\$ 177,952
Orange	City of Anaheim	\$ 177,952
Orange	City of Brea	\$ 177,952
Orange	City of Buena Park	\$ 177,952
Orange	City of Costa Mesa	\$ 177,952
Orange	City of Cypress	\$ 177,952
Orange	City of Dana Point	\$ 177,952
Orange	City of Fountain Valley	\$ 177,952
Orange	City of Fullerton	\$ 177,952
Orange	City of Garden Grove	\$ 177,952
Orange	City of Huntington Beach	\$ 177,952
Orange	City of Irvine	\$ 177,952
Orange	City of La Habra	\$ 177,952
Orange	City of La Palma	\$ 177,952
Orange	City of Laguna Beach	\$ 177,952
Orange	City of Laguna Hills	\$ 177,952
Orange	City of Laguna Niguel	\$ 177,952
Orange	City of Laguna Woods	\$ 177,952
Orange	City of Lake Forest	\$ 177,952
Orange	City of Los Alamitos	\$ 177,952
Orange	City of Mission Viejo	\$ 177,952
Orange	City of Newport Beach	\$ 177,952
Orange	City of Orange	\$ 177,952
Orange	City of Placentia	\$ 177,952
Orange	City of Rancho Santa Margarita	\$ 177,952
Orange	City of San Clemente	\$ 177,952
Orange	City of San Juan Capistrano	\$ 177,952
Orange	City of Santa Ana	\$ 177,952
Orange	City of Seal Beach	\$ 177,952
Orange	City of Stanton	\$ 177,952
Orange	City of Tustin	\$ 177,952
Orange	City of Villa Park	\$ 177,952

County	Jurisdiction	Allocation
Orange	City of Westminster	\$ 177,952
Orange	City of Yorba Linda	\$ 177,952
Orange	Cypress RPD	\$ 177,952
Orange	Rossmoor CSD	\$ 177,952
Orange	Silverado-Modjeska RPD	\$ 177,952
Placer	Auburn Area RPD	\$ 177,952
Placer	City of Auburn	\$ 177,952
Placer	City of Colfax	\$ 177,952
Placer	City of Lincoln	\$ 177,952
Placer	City of Rocklin	\$ 177,952
Placer	City of Roseville	\$ 177,952
Placer	North Tahoe PUD	\$ 177,952
Placer	Northstar CSD	\$ 177,952
Placer	Tahoe City PUD	\$ 177,952
Placer	Town of Loomis	\$ 177,952
Placer	Truckee-Donner RPD	\$ 177,952
Plumas	Almanor RPD	\$ 177,952
Plumas	Central Plumas RPD	\$ 177,952
Plumas	City of Portola	\$ 177,952
Plumas	Indian Valley RPD	\$ 177,952
Riverside	Beaumont-Cherry Valley RPD	\$ 177,952
Riverside	City of Banning	\$ 177,952
Riverside	City of Beaumont	\$ 177,952
Riverside	City of Blythe	\$ 177,952
Riverside	City of Calimesa	\$ 177,952
Riverside	City of Canyon Lake	\$ 177,952
Riverside	City of Cathedral City	\$ 177,952
Riverside	City of Coachella	\$ 177,952
Riverside	City of Corona	\$ 177,952
Riverside	City of Desert Hot Springs	\$ 177,952
Riverside	City of Hemet	\$ 177,952
Riverside	City of Indian Wells	\$ 177,952
Riverside	City of Indio	\$ 177,952
Riverside	City of La Quinta	\$ 177,952
Riverside	City of Lake Elsinore	\$ 177,952
Riverside	City of Menifee	\$ 177,952
Riverside	City of Moreno Valley	\$ 177,952
Riverside	City of Murrieta	\$ 177,952

County	Jurisdiction	Allocation
Riverside	City of Norco	\$ 177,952
Riverside	City of Palm Desert	\$ 177,952
Riverside	City of Palm Springs	\$ 177,952
Riverside	City of Perris	\$ 177,952
Riverside	City of Rancho Mirage	\$ 177,952
Riverside	City of Riverside	\$ 177,952
Riverside	City of San Jacinto	\$ 177,952
Riverside	City of Temecula	\$ 177,952
Riverside	City of Wildomar	\$ 177,952
Riverside	Desert RD	\$ 177,952
Riverside	Jurupa Area RPD	\$ 177,952
Riverside	Jurupa CSD	\$ 177,952
Riverside	Lake Hemet Municipal Water District	\$ 177,952
Riverside	Valley-Wide RPD	\$ 177,952
Sacramento	Arcade Creek RPD	\$ 177,952
Sacramento	Arden Manor RPD	\$ 177,952
Sacramento	Arden Park RPD	\$ 177,952
Sacramento	Carmichael RPD	\$ 177,952
Sacramento	City of Citrus Heights	\$ 177,952
Sacramento	City of Folsom	\$ 177,952
Sacramento	City of Galt	\$ 177,952
Sacramento	City of Isleton	\$ 177,952
Sacramento	City of Rancho Cordova	\$ 177,952
Sacramento	City of Sacramento	\$ 177,952
Sacramento	Cordova RPD	\$ 177,952
Sacramento	Cosumnes CSD	\$ 177,952
Sacramento	Fair Oaks RPD	\$ 177,952
Sacramento	Fulton-El Camino RPD	\$ 177,952
Sacramento	Mission Oaks RPD	\$ 177,952
Sacramento	North Highlands RPD	\$ 177,952
Sacramento	Orangevale RPD	\$ 177,952
Sacramento	Rio Linda/Elverta RPD	\$ 177,952
Sacramento	Southgate RPD	\$ 177,952
Sacramento	Sunrise RPD	\$ 177,952
San Benito	City of Hollister	\$ 177,952
San Benito	City of San Juan Bautista	\$ 177,952
San Bernardino	Baker CSD	\$ 177,952
San Bernardino	Barstow Heights CSD	\$ 177,952

County	Jurisdiction	Allocation
San Bernardino	Big River CSD	\$ 177,952
San Bernardino	City of Adelanto	\$ 177,952
San Bernardino	City of Barstow	\$ 177,952
San Bernardino	City of Big Bear Lake	\$ 177,952
San Bernardino	City of Chino	\$ 177,952
San Bernardino	City of Chino Hills	\$ 177,952
San Bernardino	City of Colton	\$ 177,952
San Bernardino	City of Fontana	\$ 177,952
San Bernardino	City of Grand Terrace	\$ 177,952
San Bernardino	City of Hesperia	\$ 177,952
San Bernardino	City of Highland	\$ 177,952
San Bernardino	City of Loma Linda	\$ 177,952
San Bernardino	City of Montclair	\$ 177,952
San Bernardino	City of Needles	\$ 177,952
San Bernardino	City of Ontario	\$ 177,952
San Bernardino	City of Rancho Cucamonga	\$ 177,952
San Bernardino	City of Redlands	\$ 177,952
San Bernardino	City of Rialto	\$ 177,952
San Bernardino	City of San Bernardino	\$ 177,952
San Bernardino	City of Twentynine Palms	\$ 177,952
San Bernardino	City of Upland	\$ 177,952
San Bernardino	City of Victorville	\$ 177,952
San Bernardino	City of Yucaipa	\$ 177,952
San Bernardino	Daggett CSD	\$ 177,952
San Bernardino	Helendale CSD	\$ 177,952
San Bernardino	Hesperia RPD	\$ 177,952
San Bernardino	Morongo Valley CSD	\$ 177,952
San Bernardino	Newberry CSD	\$ 177,952
San Bernardino	Phelan Piñon Hill CSD	\$ 177,952
San Bernardino	Rim of the World RPD	\$ 177,952
San Bernardino	Town of Apple Valley	\$ 177,952
San Bernardino	Town of Yucca Valley	\$ 177,952
San Bernardino	Wrightwood CSD	\$ 177,952
San Bernardino	Yermo CSD	\$ 177,952
San Diego	City of Chula Vista	\$ 177,952
San Diego	City of Coronado	\$ 177,952
San Diego	City of Del Mar	\$ 177,952
San Diego	City of El Cajon	\$ 177,952

County	Jurisdiction	Allocation
San Diego	City of Encinitas	\$ 177,952
San Diego	City of Escondido	\$ 177,952
San Diego	City of Imperial Beach	\$ 177,952
San Diego	City of La Mesa	\$ 177,952
San Diego	City of Lemon Grove	\$ 177,952
San Diego	City of National City	\$ 177,952
San Diego	City of Oceanside	\$ 177,952
San Diego	City of Poway	\$ 177,952
San Diego	City of San Diego	\$ 177,952
San Diego	City of San Marcos	\$ 177,952
San Diego	City of Santee	\$ 177,952
San Diego	City of Solana Beach	\$ 177,952
San Diego	City of Vista	\$ 177,952
San Diego	Jacumba CSD	\$ 177,952
San Diego	Lake Cuyamaca RPD	\$ 177,952
San Diego	Ramona MWD	\$ 177,952
San Diego	Valley Center PRD	\$ 177,952
San Francisco	City of San Francisco	\$ 177,952
San Joaquin	City of Escalon	\$ 177,952
San Joaquin	City of Lathrop	\$ 177,952
San Joaquin	City of Lodi	\$ 177,952
San Joaquin	City of Manteca	\$ 177,952
San Joaquin	City of Ripon	\$ 177,952
San Joaquin	City of Stockton	\$ 177,952
San Joaquin	City of Tracy	\$ 177,952
San Joaquin	Mountain House CSD	\$ 177,952
San Luis Obispo	Cambria CSD	\$ 177,952
San Luis Obispo	City of Arroyo Grande	\$ 177,952
San Luis Obispo	City of Atascadero	\$ 177,952
San Luis Obispo	City of Grover Beach	\$ 177,952
San Luis Obispo	City of Morro Bay	\$ 177,952
San Luis Obispo	City of Paso Robles	\$ 177,952
San Luis Obispo	City of Pismo Beach	\$ 177,952
San Luis Obispo	City of San Luis Obispo	\$ 177,952
San Luis Obispo	Templeton CSD	\$ 177,952
San Mateo	City of Belmont	\$ 177,952
San Mateo	City of Brisbane	\$ 177,952
San Mateo	City of Burlingame	\$ 177,952

County	Jurisdiction	Allocation
San Mateo	City of Daly City	\$ 177,952
San Mateo	City of East Palo Alto	\$ 177,952
San Mateo	City of Foster City	\$ 177,952
San Mateo	City of Half Moon Bay	\$ 177,952
San Mateo	City of Menlo Park	\$ 177,952
San Mateo	City of Millbrae	\$ 177,952
San Mateo	City of Pacifica	\$ 177,952
San Mateo	City of Redwood City	\$ 177,952
San Mateo	City of San Bruno	\$ 177,952
San Mateo	City of San Carlos	\$ 177,952
San Mateo	City of San Mateo	\$ 177,952
San Mateo	City of South San Francisco	\$ 177,952
San Mateo	Highlands RD	\$ 177,952
San Mateo	Ladera RD	\$ 177,952
San Mateo	Town of Atherton	\$ 177,952
San Mateo	Town of Colma	\$ 177,952
San Mateo	Town of Hillsborough	\$ 177,952
San Mateo	Town of Portola Valley	\$ 177,952
San Mateo	Town of Woodside	\$ 177,952
Santa Barbara	City of Buellton	\$ 177,952
Santa Barbara	City of Carpinteria	\$ 177,952
Santa Barbara	City of Goleta	\$ 177,952
Santa Barbara	City of Guadalupe	\$ 177,952
Santa Barbara	City of Lompoc	\$ 177,952
Santa Barbara	City of Santa Barbara	\$ 177,952
Santa Barbara	City of Santa Maria	\$ 177,952
Santa Barbara	City of Solvang	\$ 177,952
Santa Barbara	Cuyama Valley RD	\$ 177,952
Santa Barbara	Isla Vista RPD	\$ 177,952
Santa Barbara	Mission Hills CSD	\$ 177,952
Santa Clara	City of Campbell	\$ 177,952
Santa Clara	City of Cupertino	\$ 177,952
Santa Clara	City of Gilroy	\$ 177,952
Santa Clara	City of Los Altos	\$ 177,952
Santa Clara	City of Milpitas	\$ 177,952
Santa Clara	City of Monte Sereno	\$ 177,952
Santa Clara	City of Morgan Hill	\$ 177,952
Santa Clara	City of Mountain View	\$ 177,952

County	Jurisdiction	Allocation
Santa Clara	City of Palo Alto	\$ 177,952
Santa Clara	City of San Jose	\$ 177,952
Santa Clara	City of Santa Clara	\$ 177,952
Santa Clara	City of Saratoga	\$ 177,952
Santa Clara	City of Sunnyvale	\$ 177,952
Santa Clara	Rancho Rinconada RPD	\$ 177,952
Santa Clara	Town of Los Altos Hills	\$ 177,952
Santa Clara	Town of Los Gatos	\$ 177,952
Santa Cruz	Alba RPD	\$ 177,952
Santa Cruz	Boulder Creek RPD	\$ 177,952
Santa Cruz	City of Capitola	\$ 177,952
Santa Cruz	City of Santa Cruz	\$ 177,952
Santa Cruz	City of Scotts Valley	\$ 177,952
Santa Cruz	City of Watsonville	\$ 177,952
Santa Cruz	La Selva Beach RD	\$ 177,952
Shasta	Burney Water District	\$ 177,952
Shasta	City of Anderson	\$ 177,952
Shasta	City of Redding	\$ 177,952
Shasta	City of Shasta Lake	\$ 177,952
Shasta	Fall River Valley CSD	\$ 177,952
Sierra	City of Loyalton	\$ 177,952
Siskiyou	City of Dorris	\$ 177,952
Siskiyou	City of Dunsmuir	\$ 177,952
Siskiyou	City of Etna	\$ 177,952
Siskiyou	City of Montague	\$ 177,952
Siskiyou	City of Mount Shasta	\$ 177,952
Siskiyou	City of Tulelake	\$ 177,952
Siskiyou	City of Weed	\$ 177,952
Siskiyou	City of Yreka	\$ 177,952
Siskiyou	Dunsmuir RPD	\$ 177,952
Siskiyou	McCloud CSD	\$ 177,952
Siskiyou	Mount Shasta RPD	\$ 177,952
Siskiyou	Town of Fort Jones	\$ 177,952
Siskiyou	Weed RPD	\$ 177,952
Solano	City of Benicia	\$ 177,952
Solano	City of Dixon	\$ 177,952
Solano	City of Fairfield	\$ 177,952
Solano	City of Rio Vista	\$ 177,952

County	Jurisdiction	Allocation
Solano	City of Suisun City	\$ 177,952
Solano	City of Vacaville	\$ 177,952
Solano	City of Vallejo	\$ 177,952
Solano	Greater Vallejo RPD	\$ 177,952
Sonoma	Camp Meeker PRD	\$ 177,952
Sonoma	Cazadero CSD	\$ 177,952
Sonoma	City of Cloverdale	\$ 177,952
Sonoma	City of Cotati	\$ 177,952
Sonoma	City of Healdsburg	\$ 177,952
Sonoma	City of Petaluma	\$ 177,952
Sonoma	City of Rohnert Park	\$ 177,952
Sonoma	City of Santa Rosa	\$ 177,952
Sonoma	City of Sebastopol	\$ 177,952
Sonoma	City of Sonoma	\$ 177,952
Sonoma	Monte Rio RPD	\$ 177,952
Sonoma	Russian River RPD	\$ 177,952
Sonoma	Town of Windsor	\$ 177,952
Stanislaus	City of Ceres	\$ 177,952
Stanislaus	City of Hughson	\$ 177,952
Stanislaus	City of Modesto	\$ 177,952
Stanislaus	City of Newman	\$ 177,952
Stanislaus	City of Oakdale	\$ 177,952
Stanislaus	City of Patterson	\$ 177,952
Stanislaus	City of Riverbank	\$ 177,952
Stanislaus	City of Turlock	\$ 177,952
Stanislaus	City of Waterford	\$ 177,952
Sutter	City of Live Oak	\$ 177,952
Sutter	City of Yuba City	\$ 177,952
Tehama	City of Corning	\$ 177,952
Tehama	City of Red Bluff	\$ 177,952
Tehama	City of Tehama	\$ 177,952
Trinity	Greater Hayfork PRD	\$ 177,952
Trinity	Lewiston CSD	\$ 177,952
Trinity	Weaverville/Douglas City RPD	\$ 177,952
Tulare	City of Dinuba	\$ 177,952
Tulare	City of Exeter	\$ 177,952
Tulare	City of Farmersville	\$ 177,952
Tulare	City of Lindsay	\$ 177,952

County	Jurisdiction	Allocation
Tulare	City of Porterville	\$ 177,952
Tulare	City of Tulare	\$ 177,952
Tulare	City of Visalia	\$ 177,952
Tulare	City of Woodlake	\$ 177,952
Tulare	Poplar CSD	\$ 177,952
Tulare	Richgrove CSD	\$ 177,952
Tuolumne	City of Sonora	\$ 177,952
Tuolumne	Groveland CSD	\$ 177,952
Tuolumne	Tuolumne PRD	\$ 177,952
Tuolumne	Twain Harte CSD	\$ 177,952
Ventura	City of Camarillo	\$ 177,952
Ventura	City of Fillmore	\$ 177,952
Ventura	City of Moorpark	\$ 177,952
Ventura	City of Ojai	\$ 177,952
Ventura	City of Oxnard	\$ 177,952
Ventura	City of Port Hueneme	\$ 177,952
Ventura	City of Santa Paula	\$ 177,952
Ventura	City of Ventura	\$ 177,952
Ventura	Bell Canyon CSD	\$ 177,952
Ventura	Conejo RPD	\$ 177,952
Ventura	Pleasant Valley RPD	\$ 177,952
Ventura	Rancho Simi RPD	\$ 177,952
Yolo	City of Davis	\$ 177,952
Yolo	City of West Sacramento	\$ 177,952
Yolo	City of Winters	\$ 177,952
Yolo	City of Woodland	\$ 177,952
Yolo	Knights Landing CSD	\$ 177,952
Yolo	Madison CSD	\$ 177,952
Yuba	City of Marysville	\$ 177,952
Yuba	City of Wheatland	\$ 177,952
Yuba	Olivehurst PUD	\$ 177,952

Entities with Populations Less Than 200,000 in Heavily Urbanized Counties Per Capita Grant Program (\$10,375,000)

Per Capita Urbanized City Rate (Dollars): \$.61 Per Capita

County	Jurisdiction	Allocation
Alameda	City of Alameda	\$ 48,392
Alameda	City of Albany	\$ 11,853
Alameda	City of Berkeley	\$ 75,376
Alameda	City of Dublin	\$ 39,468
Alameda	City of Emeryville	\$ 7,334
Alameda	City of Livermore	\$ 7,731
Alameda	City of Newark	\$ 29,772
Alameda	City of Piedmont	\$ 6,980
Alameda	City of Pleasanton	\$ 49,195
Alameda	City of San Leandro	\$ 55,006
Alameda	City of Union City	\$ 44,868
Alameda	Livermore Area RPD	\$ 51,940
Contra Costa	Ambrose RPD	\$ 13,048
Contra Costa	Bethel Island MID	\$ 1,306
Contra Costa	City of Antioch	\$ 69,614
Contra Costa	City of Brentwood	\$ 38,909
Contra Costa	City of Clayton	\$ 7,122
Contra Costa	City of Concord	\$ 79,321
Contra Costa	City of El Cerrito	\$ 14,924
Contra Costa	City of Hercules	\$ 16,028
Contra Costa	City of Lafayette	\$ 16,160
Contra Costa	City of Martinez	\$ 23,524
Contra Costa	City of Oakley	\$ 25,522
Contra Costa	City of Orinda	\$ 11,851
Contra Costa	City of Pinole	\$ 11,807
Contra Costa	City of Pittsburg	\$ 44,336
Contra Costa	City of Pleasant Hill	\$ 24,447
Contra Costa	City of Richmond	\$ 67,319
Contra Costa	City of San Pablo	\$ 18,947
Contra Costa	City of San Ramon	\$ 51,313
Contra Costa	City of Walnut Creek	\$ 42,857
Contra Costa	Crockett CSD	\$ 2,029
Contra Costa	Kensington Police Protection and CSD	\$ 3,103

County	Jurisdiction	Allocation
Contra Costa	Pleasant Hill RPD	\$ 24,447
Contra Costa	Town of Danville	\$ 27,668
Contra Costa	Town of Discovery Bay CSD	\$ 9,489
Contra Costa	Town of Moraga	\$ 10,775
Fresno	Calwa PRD	\$ 1,254
Fresno	City of Clovis	\$ 71,510
Fresno	City of Coalinga	\$ 10,757
Fresno	City of Firebaugh	\$ 5,134
Fresno	City of Fowler	\$ 3,814
Fresno	City of Huron	\$ 4,468
Fresno	City of Kerman	\$ 9,470
Fresno	City of Kingsburg	\$ 7,574
Fresno	City of Mendota	\$ 6,970
Fresno	City of Orange Cove	\$ 6,097
Fresno	City of Parlier	\$ 9,871
Fresno	City of Reedley	\$ 16,129
Fresno	City of San Joaquin	\$ 2,857
Fresno	City of Sanger	\$ 16,559
Fresno	City of Selma	\$ 15,375
Fresno	Coalinga-Huron RPD	\$ 10,247
Fresno	Del Rey CSD	\$ 1,650
Fresno	Lanare CSD	\$ 367
Fresno	Malaga County Water District	\$ 559
Kern	Bear Mountain RPD	\$ 12,016
Kern	Bear Valley CSD	\$ 3,161
Kern	Buttonwillow PRD	\$ 1,280
Kern	City of Arvin	\$ 12,431
Kern	City of California City	\$ 730
Kern	City of Delano	\$ 33,615
Kern	City of Maricopa	\$ 705
Kern	City of Ridgecrest	\$ 17,558
Kern	City of Shafter	\$ 12,765
Kern	City of Taft	\$ 5,763
Kern	City of Tehachapi	\$ 8,354
Kern	City of Wasco	\$ 1,378
Kern	McFarland RPD	\$ 5,776
Kern	North of the River RPD	\$ 85,817
Kern	Shafter RPD	\$ 12,765

County	Jurisdiction	Al	location
Kern	Stallion Springs CSD	\$	2,445
Kern	Tehachapi Valley RPD	\$	12,224
Kern	Wasco RPD	\$	15,547
Kern	West Side RPD	\$	6,571
Los Angeles	City of Alhambra	\$	52,193
Los Angeles	City of Arcadia	\$	35,544
Los Angeles	City of Artesia	\$	10,341
Los Angeles	City of Avalon	\$	2,322
Los Angeles	City of Azusa	\$	30,533
Los Angeles	City of Baldwin Park	\$	46,336
Los Angeles	City of Bell	\$	21,967
Los Angeles	City of Bell Gardens	\$	26,126
Los Angeles	City of Bellflower	\$	47,860
Los Angeles	City of Beverly Hills	\$	20,957
Los Angeles	City of Bradbury	\$	703
Los Angeles	City of Burbank	\$	65,488
Los Angeles	City of Calabasas	\$	14,792
Los Angeles	City of Carson	\$	57,209
Los Angeles	City of Cerritos	\$	26,525
Los Angeles	City of Claremont	\$	22,275
Los Angeles	City of Commerce	\$	7,828
Los Angeles	City of Compton	\$	61,118
Los Angeles	City of Covina	\$	29,872
Los Angeles	City of Cudahy	\$	14,728
Los Angeles	City of Culver City	\$	24,553
Los Angeles	City of Diamond Bar	\$	35,119
Los Angeles	City of Downey	\$	68,617
Los Angeles	City of Duarte	\$	13,357
Los Angeles	City of El Monte	\$	70,964
Los Angeles	City of El Segundo	\$	10,135
Los Angeles	City of Gardena	\$	37,151
Los Angeles	City of Glendora	\$	31,254
Los Angeles	City of Hawaiian Gardens	\$	8,841
Los Angeles	City of Hawthorne	\$	53,804
Los Angeles	City of Hermosa Beach	\$	11,897
Los Angeles	City of Hidden Hills	\$	1,100
Los Angeles	City of Huntington Park	\$	36,274
Los Angeles	City of Inglewood	\$	68,788

County	Jurisdiction	Allocation
Los Angeles	City of Irwindale	\$ 894
Los Angeles	City of La Cañada Flintridge	\$ 12,641
Los Angeles	City of La Habra Heights	\$ 3,255
Los Angeles	City of La Mirada	\$ 30,559
Los Angeles	City of La Puente	\$ 24,391
Los Angeles	City of La Verne	\$ 20,292
Los Angeles	City of Lakewood	\$ 48,924
Los Angeles	City of Lancaster	\$ 98,769
Los Angeles	City of Lawndale	\$ 20,435
Los Angeles	City of Lomita	\$ 12,690
Los Angeles	City of Lynwood	\$ 43,604
Los Angeles	City of Malibu	\$ 7,870
Los Angeles	City of Manhattan Beach	\$ 22,003
Los Angeles	City of Maywood	\$ 16,684
Los Angeles	City of Monrovia	\$ 23,706
Los Angeles	City of Montebello	\$ 39,316
Los Angeles	City of Monterey Park	\$ 38,040
Los Angeles	City of Norwalk	\$ 64,785
Los Angeles	City of Palmdale	\$ 96,273
Los Angeles	City of Palos Verdes Estates	\$ 8,278
Los Angeles	City of Paramount	\$ 34,226
Los Angeles	City of Pasadena	\$ 89,423
Los Angeles	City of Pico Rivera	\$ 39,136
Los Angeles	City of Pomona	\$ 94,312
Los Angeles	City of Rancho Palos Verdes	\$ 26,012
Los Angeles	City of Redondo Beach	\$ 41,625
Los Angeles	City of Rolling Hills	\$ 1,156
Los Angeles	City of Rolling Hills Estates	\$ 5,040
Los Angeles	City of Rosemead	\$ 33,615
Los Angeles	City of San Dimas	\$ 21,439
Los Angeles	City of San Fernando	\$ 14,953
Los Angeles	City of San Gabriel	\$ 25,362
Los Angeles	City of San Marino	\$ 8,145
Los Angeles	City of Santa Fe Springs	\$ 11,001
Los Angeles	City of Santa Monica	\$ 56,483
Los Angeles	City of Sierra Madre	\$ 6,714
Los Angeles	City of Signal Hill	\$ 7,103
Los Angeles	City of South El Monte	\$ 13,385

County	Jurisdiction	Allocation
Los Angeles	City of South Gate	\$ 59,977
Los Angeles	City of South Pasadena	\$ 16,040
Los Angeles	City of Temple City	\$ 21,732
Los Angeles	City of Torrance	\$ 90,488
Los Angeles	City of Vernon	\$ 128
Los Angeles	City of Walnut	\$ 18,672
Los Angeles	City of West Covina	\$ 66,157
Los Angeles	City of West Hollywood	\$ 22,406
Los Angeles	City of Westlake Village	\$ 5,120
Los Angeles	City of Whittier	\$ 53,074
Los Angeles	City of Agoura Hills	\$ 12,738
Los Angeles	Miraleste RPD	\$ 593
Los Angeles	Westfield Park Rec and Parkway District No. 12	\$ 513
Orange	City of Aliso Viejo	\$ 31,751
Orange	City of Brea	\$ 27,874
Orange	City of Buena Park	\$ 50,728
Orange	City of Costa Mesa	\$ 69,568
Orange	City of Cypress	\$ 29,987
Orange	City of Dana Point	\$ 20,824
Orange	City of Fountain Valley	\$ 33,806
Orange	City of Fullerton	\$ 88,141
Orange	City of Garden Grove	\$ 106,870
Orange	City of La Habra	\$ 38,836
Orange	City of La Palma	\$ 9,669
Orange	City of Laguna Beach	\$ 14,276
Orange	City of Laguna Hills	\$ 19,447
Orange	City of Laguna Niguel	\$ 40,795
Orange	City of Laguna Woods	\$ 10,096
Orange	City of Lake Forest	\$ 52,773
Orange	City of Los Alamitos	\$ 6,997
Orange	City of Mission Viejo	\$ 58,939
Orange	City of Newport Beach	\$ 53,284
Orange	City of Orange	\$ 84,734
Orange	City of Placentia	\$ 30,885
Orange	City of Rancho Santa Margarita	\$ 29,826
Orange	City of San Clemente	\$ 39,974
Orange	City of San Juan Capistrano	\$ 22,466
Orange	City of Seal Beach	\$ 14,771

County	Jurisdiction	Allocation
Orange	City of Stanton	\$ 24,024
Orange	City of Tustin	\$ 50,327
Orange	City of Villa Park	\$ 3,603
Orange	City of Westminster	\$ 57,742
Orange	City of Yorba Linda	\$ 41,992
Orange	Cypress RPD	\$ 29,987
Orange	Rossmoor CSD	\$ 6,261
Orange	Silverado-Modjeska RPD	\$ 724
Riverside	Beaumont-Cherry Valley RPD	\$ 29,582
Riverside	City of Banning	\$ 18,974
Riverside	City of Beaumont	\$ 14,791
Riverside	City of Blythe	\$ 11,874
Riverside	City of Calimesa	\$ 5,598
Riverside	City of Canyon Lake	\$ 6,859
Riverside	City of Cathedral City	\$ 33,487
Riverside	City of Coachella	\$ 28,329
Riverside	City of Corona	\$ 103,029
Riverside	City of Desert Hot Springs	\$ 17,654
Riverside	City of Hemet	\$ 51,800
Riverside	City of Indian Wells	\$ 3,328
Riverside	City of Indio	\$ 19,297
Riverside	City of La Quinta	\$ 25,730
Riverside	City of Lake Elsinore	\$ 38,473
Riverside	City of Menifee	\$ 57,123
Riverside	City of Murrieta	\$ 69,675
Riverside	City of Norco	\$ 16,356
Riverside	City of Palm Desert	\$ 32,775
Riverside	City of Palm Springs	\$ 29,785
Riverside	City of Perris	\$ 47,672
Riverside	City of Rancho Mirage	\$ 11,452
Riverside	City of San Jacinto	\$ 19,032
Riverside	City of Temecula	\$ 69,174
Riverside	City of Wildomar	\$ 22,043
Riverside	Jurupa Area RPD	\$ 76,398
Riverside	Jurupa CSD	\$ 36,092
Riverside	Lake Hemet Municipal Water District	\$ 32,339
Sacramento	Arcade Creek RPD	\$ 14,487
Sacramento	Arden Manor RPD	\$ 4,860

County	Jurisdiction	Allocation
Sacramento	Arden Park RPD	\$ 2,567
Sacramento	Carmichael RPD	\$ 26,596
Sacramento	City of Citrus Heights	\$ 52,939
Sacramento	City of Folsom	\$ 47,964
Sacramento	City of Galt	\$ 16,196
Sacramento	City of Isleton	\$ 491
Sacramento	City of Rancho Cordova	\$ 45,515
Sacramento	Cordova RPD	\$ 72,861
Sacramento	Cosumnes CSD	\$ 105,194
Sacramento	Fair Oaks RPD	\$ 21,490
Sacramento	Fulton-El Camino RPD	\$ 19,080
Sacramento	Mission Oaks RPD	\$ 37,361
Sacramento	North Highlands RPD	\$ 27,006
Sacramento	Orangevale RPD	\$ 20,756
Sacramento	Rio Linda/Elverta RPD	\$ 15,891
Sacramento	Southgate RPD	\$ 76,590
Sacramento	Sunrise RPD	\$ 99,920
San Bernardino	Baker CSD	\$ 428
San Bernardino	Barstow Heights CSD	\$ 1,083
San Bernardino	Big River CSD	\$ 1,100
San Bernardino	City of Adelanto	\$ 20,878
San Bernardino	City of Barstow	\$ 14,617
San Bernardino	City of Big Bear Lake	\$ 3,338
San Bernardino	City of Chino	\$ 54,902
San Bernardino	City of Chino Hills	\$ 51,562
San Bernardino	City of Colton	\$ 32,835
San Bernardino	City of Grand Terrace	\$ 7,654
San Bernardino	City of Hesperia	\$ 14,723
San Bernardino	City of Highland	\$ 34,091
San Bernardino	City of Loma Linda	\$ 14,668
San Bernardino	City of Montclair	\$ 23,600
San Bernardino	City of Needles	\$ 3,164
San Bernardino	City of Ontario	\$ 108,954
San Bernardino	City of Rancho Cucamonga	\$ 108,790
San Bernardino	City of Redlands	\$ 43,733
San Bernardino	City of Rialto	\$ 65,422
San Bernardino	City of Twentynine Palms	\$ 16,502
San Bernardino	City of Upland	\$ 47,118

County	Jurisdiction	Allocation
San Bernardino	City of Victorville	\$ 77,341
San Bernardino	City of Yucaipa	\$ 32,809
San Bernardino	Daggett CSD	\$ 306
San Bernardino	Helendale CSD	\$ 4,337
San Bernardino	Hesperia RPD	\$ 44,171
San Bernardino	Morongo Valley CSD	\$ 2,171
San Bernardino	Newberry CSD	\$ 1,689
San Bernardino	Phelan Piñon Hill CSD	\$ 1,345
San Bernardino	Rim of the World RPD	\$ 17,666
San Bernardino	Town of Apple Valley	\$ 45,839
San Bernardino	Town of Yucca Valley	\$ 13,345
San Bernardino	Wrightwood CSD	\$ 3,522
San Bernardino	Yermo CSD	\$ 1,258
San Diego	City of Coronado	\$ 14,981
San Diego	City of Del Mar	\$ 2,720
San Diego	City of El Cajon, Recreation Dept	\$ 64,384
San Diego	City of Encinitas	\$ 38,743
San Diego	City of Escondido	\$ 93,351
San Diego	City of Imperial Beach	\$ 16,502
San Diego	City of La Mesa, Community Services	\$ 37,442
San Diego	City of Lemon Grove	\$ 16,264
San Diego	City of National City	\$ 38,081
San Diego	City of Oceanside	\$ 107,568
San Diego	City of Poway	\$ 30,755
San Diego	City of San Marcos	\$ 58,532
San Diego	City of Santee	\$ 35,698
San Diego	City of Solana Beach	\$ 8,519
San Diego	City of Vista	\$ 62,333
San Diego	Jacumba CSD	\$ 367
San Diego	Lake Cuyamaca RPD	\$ 367
San Diego	Ramona MWD	\$ 21,775
San Diego	Valley Center Parks & Recreation	\$ 11,773
San Joaquin	City of Escalon	\$ 4,619
San Joaquin	City of Lathrop	\$ 14,668
San Joaquin	City of Lodi	\$ 41,727
San Joaquin	City of Manteca	\$ 51,205
San Joaquin	City of Ripon	\$ 10,154
San Joaquin	City of Tracy	\$ 56,114

County	Jurisdiction	Allocation
San Joaquin	Mountain House CSD	\$ 12,574
San Mateo	City of Belmont	\$ 16,808
San Mateo	City of Brisbane	\$ 2,885
San Mateo	City of Burlingame	\$ 18,581
San Mateo	City of Daly City	\$ 66,693
San Mateo	City of East Palo Alto	\$ 18,641
San Mateo	City of Foster City	\$ 20,593
San Mateo	City of Half Moon Bay	\$ 7,720
San Mateo	City of Menlo Park	\$ 20,998
San Mateo	City of Millbrae	\$ 14,151
San Mateo	City of Pacifica	\$ 23,480
San Mateo	City of Redwood City	\$ 52,980
San Mateo	City of San Bruno	\$ 27,683
San Mateo	City of San Carlos	\$ 18,335
San Mateo	City of San Mateo	\$ 63,869
San Mateo	City of South San Francisco	\$ 40,997
San Mateo	Highlands RD	\$ 1,340
San Mateo	Ladera RD	\$ 795
San Mateo	Town of Atherton	\$ 4,424
San Mateo	Town of Colma	\$ 922
San Mateo	Town of Hillsborough	\$ 6,678
San Mateo	Town of Portola Valley	\$ 2,811
San Mateo	Town of Woodside	\$ 3,401
Santa Clara	City of Campbell	\$ 25,670
Santa Clara	City of Cupertino	\$ 36,597
Santa Clara	City of Gilroy	\$ 34,182
Santa Clara	City of Los Altos	\$ 18,790
Santa Clara	City of Milpitas	\$ 46,591
Santa Clara	City of Monte Sereno	\$ 2,219
Santa Clara	City of Morgan Hill	\$ 27,957
Santa Clara	City of Mountain View	\$ 50,959
Santa Clara	City of Palo Alto	\$ 41,027
Santa Clara	City of Santa Clara	\$ 78,670
Santa Clara	City of Saratoga	\$ 18,889
Santa Clara	City of Sunnyvale	\$ 94,835
Santa Clara	Rancho Rinconada RPD	\$ 2,689
Santa Clara	Town of Los Altos Hills	\$ 5,331
Santa Clara	Town of Los Gatos	\$ 18,778

County	Jurisdiction	Allocation
Sonoma	Camp Meeker PRD	\$ 446
Sonoma	Cazadero CSD	\$ 733
Sonoma	City of Cloverdale	\$ 5,658
Sonoma	City of Cotati	\$ 4,840
Sonoma	City of Healdsburg	\$ 7,398
Sonoma	City of Petaluma	\$ 38,044
Sonoma	City of Rohnert Park	\$ 26,646
Sonoma	City of Santa Rosa	\$ 107,339
Sonoma	City of Sebastopol	\$ 4,819
Sonoma	City of Sonoma	\$ 7,063
Sonoma	Monte Rio RPD	\$ 704
Sonoma	Russian River RPD	\$ 3,673
Sonoma	Town of Windsor	\$ 17,458
Stanislaus	City of Ceres	\$ 30,260
Stanislaus	City of Hughson	\$ 4,584
Stanislaus	City of Newman	\$ 7,174
Stanislaus	City of Oakdale	\$ 14,255
Stanislaus	City of Patterson	\$ 13,522
Stanislaus	City of Riverbank	\$ 15,614
Stanislaus	City of Turlock	\$ 46,790
Stanislaus	City of Waterford	\$ 5,562
Ventura	City of Camarillo	\$ 1,650
Ventura	City of Fillmore	\$ 42,709
Ventura	City of Moorpark	\$ 9,687
Ventura	City of Ojai, Recreation Dept	\$ 22,626
Ventura	City of Port Hueneme	\$ 4,889
Ventura	City of Santa Paula	\$ 14,057
Ventura	City of Ventura, Parks, Rec & Community Partnership	\$ 18,546
Ventura	Bell Canyon CSD	\$ 6,887
Ventura	Conejo RPD	\$ 85,566
Ventura	Pleasant Valley RPD	\$ 44,926
Ventura	Rancho Simi RPD	\$ 86,177

Procedural Guide for the

California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018

PER CAPITA PROGRAM

June 2020





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 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: http://www.parks.ca.gov/grants

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

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

The mission of the Community Engagement Division is to encourage 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 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 hownew 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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Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (a county with a population of 500,000 or more) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' Per Capita webpage at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a "severely disadvantaged community" (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' <u>Per Capita</u> <u>webpage</u> at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

- 1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
- 2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
- 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. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(S) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
- 5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, 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).
 - c. The Grantee sends project completion packet(s) to ogals.
 - d. 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.
- 6. Accounting and Audit: DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the language provided in the resolution must remain unchanged.

The Authorizing Resolution serves two purposes:

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

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

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

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

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

- 1. Approves the filing of project application(s) for Per Capita program grant project(s); and
- Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
- 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
- 4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
- 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
- Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
- 7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
- (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- (G) Identifying possible staff liaisons to diverse populations.
- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
- 11. 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
- 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted theday of_	, 20
I, the undersigned, hereby certify that the adopted by the (grantee's governing body	
Ayes: Noes: Absent:	

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send
 the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT
 OFFICER as a separate digital file, labeled using the digital file names indicated on
 the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET is not complete unless all items on the checklist are submitted. Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg
		Application Digital file name: application.pdf	Pg. 12		Pg
		Development Project Scope/Cost Estimate, <i>or</i> Digital file name: devscope.pdf	Pg. 19		Pg
		Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14		Pg
		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20		Pg
		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13		Pg
		CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21		Pg
		Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg
		Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg
		Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg
		GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg
		Photos Digital file name: photos.pdf	Pg. 24		Pg



Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (☑ all that apply) ☐ Owned in fee simple by GRANTEE
	Available (or will be available) under a () year lease or easement
NEADEST ORGON STREET	
NEAREST CROSS STREET	
Project Type (Check one) Acquisition ☐ Develop	oment□
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN	
Name (typed or printed) and Title En	nail address Phone
GRANT CONTACT-For administration of grant (if dif	ferent from AUTHORIZED REPRESENTATIVE)
Name (typed or printed) and Title En	nail address Phone
GRANT SCOPE: I represent and warrant that this AF use of the requested GRANT to complete the items lis PROJECT Scope/Cost Estimate Form or acquisition deperjury, under the laws of the State of California, that APPLICATION PACKET, including required attachments	ted in the attached Development ocumentation. I declare under penalty of the information contained in this
Signature of AUTHORIZED REPRESENTATIVE as shown	in Resolution Date
Print Name:	

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the <u>Per Capita match calculator</u> at https://www.parksforcalifornia.org/percapita; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor must maintain time and attendance records showing actual hours worked (see https://independentsector.org for volunteer hourly wage value)

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount: \$125,000 20% match: (\$25,000) GRANT amount: \$100,000

Submitting costs for reimbursement

GRANT amount: \$100,000 25% in additional costs: \$25,000 PROJECT amount: \$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

- 1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
- 2. Land cannot be acquired through eminent domain.
- 3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
- 4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
- 5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
- 6. GRANTEE must provide Title Insurance.
- 7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
- 8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage
 to be acquired) for the development of park by (enter date no later than three
 years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

- 1. An appraisal conducted within the last twelve months
- 2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
- 3. County Assessor's parcel map, showing parcel number and parcel to be acquired
- 4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
- 5. Acreage of each parcel to be acquired
- 6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

 $^{^2}$ Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

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

8. 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:

9. 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.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs - Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

- 1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
- 2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
- 3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
- 4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
- 5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
- 6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
- 7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- 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 and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific and not necessary for the core function of a new facility (non-capital outlay)
- 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 and grant writing
- Repairs activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- 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.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



Development Project Scope/Cost Estimate Form

GRANTEE: PROJECT Name					
Develop	Development project scope (Describe the project in 30 words or less):				
Project S	Scope Items	- □ all that a	apply:		
Install new	Renovate existing	Replace existing	Recreation Element		
			Pool, aquatic center, splash pad		
			Trails or walking paths		
			Landscaping or irrigation		
			Group picnic, outdoor classrooms, other gathe	ring spaces	
			Play equipment, outdoor fitness equipment		
			Sports fields, sports courts, court lighting		
			Community center, gym, other indoor facilities		
		☐ Restroom, concession stand			
			Other:		
			Other:		
			Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.		
PRE-			curred prior to ground-breaking, such as design, kages, CEQA); up to 25% of total PROJECT cost.	\$	
			Construction	\$	
			Total PROJECT cost		
	Subtract GRANTEE match if not in severely disadvantaged community Less match (20% of total PROJECT cost, see page 13)				
	Total GRANT amount requested \$				
The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.					
AUTHO	RIZED REP	RESENTA	TIVE Signature	Date	
Print Na	Print Name and Title				



Funding Sources Form

GRANTEE:	PROJECT Name			
PROJECTS funded by the program are not cor and the PROJECT is open to the public. PROJE • Be entirely funded by the GRANT, <i>or</i> • Require funds in excess of the GRANT.	-	SCOPE is complete,		
If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.				
For example, if the PROJECT is \$100,000 tows SCOPE can be the \$500,000 park, or a \$100,000 playground, that can be complete and open	000 element of the park	•		
 □ The PROJECT will be entirely funded by the GRANT, or □ The PROJECT requires funds in excess of the GRANT: □ The SCOPE is the same as the scope of the larger project, or □ The SCOPE is a subset of a larger project, the scope of that larger project is: 				
Larger project cost: \$ Anti	cipated completion date	e:		
List all funds that will be used. Submit revise sources be added or modified.	d Funding Sources forr	n should funding		
Funding Source	Date Committed	Amount		
Per Capita/State of California	July 1, 2018	\$		
		\$		
		\$		
I represent and warrant that I have full autho on behalf of the GRANTEE. I declare under pe of California, that this status report, and any mentioned GRANT is true and correct to the b	nalty of perjury, under t accompanying docume est of my knowledge.	he laws of the State		
Print Name and Title				



GRANTEE:
Project Name:
Project Address:
Is CEQA complete? □Yes □No
What document was filed, or is expected to be filed for this project's CEQA analysis:
Date complete/expected to be completed ☐ Notice of Exemption (attach recorded copy if filed) ☐ Notice of Determination (attach recorded copy if filed) ☐ 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
Print Name and Title
FOR OGALS USE ONLY CEQA Document Date Received PO Initials NOE NOD

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even
 if the GRANTEE'S land tenure agreement changes within the contract
 PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required*.

Land Tenure Checklist

GRA	NTEE:		PROJECT Name			
$\overline{\mathbf{V}}$	Page	Required Item				
		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc.				
		Parties to the agreement (lan and date signed: Party	d owner must be public agency or utility) Date Signed ———————————————————————————————————			
		Term of the agreement:	years			
		•	00 require at least 20 years of land tenure. 000 require at least 30 years of land tenure. 000 begins on July 1, 2018.			
			an option, which can be non-binding, for the ent beyond the original 20 or 30 year term.			
		•	agreement is non-revocable. the agreement is revocable only for cause. ot allow the land owner to revoke the			
		Site Control, Roles and Resp the agreement: • Authorizes the GRANTEE to programs delegate const • Establishes when the general of GRANTEE permission to operate recreational programs). The control of the duration of the duration of the delegate maintenance to other delegate maintenance to other the duration of the delegate maintenance to other delegate maintenance to other the duration of the delegate maintenance to other delegate maintenance to other the duration of the duration of the delegate maintenance to other the duration of the durat	consibilities should the GRANT be awarded, coceed with the construction PROJECT. The ruction to other entities. If public can use the PROJECT and gives the the PROJECT site (such as scheduling GRANTEE may delegate operational roles to rough the contract provisions to ensure full			

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a "before" comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (ifapplicable)
- Information on the age and climate control of any nearby buildings (ifapplicable)
- Information about the tree's growing conditions

Getting started:

- 1. Navigate to the <u>i-Tree site</u> at https://planting.itreetools.org and select the tab for a new project.
- 2. On the Location map, select your state, county and city, and then click Next.
- 3. Configure the project parameters⁴:
 - "Electricity emissions factor" enter 285 and select kilograms
 - "Fuel emissions factor" enter 53.1 and select kilograms
 - "Years for the project" is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - "Tree mortality" enter 0
- 4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board's "Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program."

- DBH tree diameter four feet above the ground at time of planting.
- Distance to nearest tree select from drop down menu
- Tree is (north, south, east or west) of Building select the direction the tree is located to the nearest climate-controlled building.
- Climate controls select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select "none."
- Condition select the overall health of the trees at the time of planting.
- Exposure to sunlight select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number: Project Name: Project Scope:

Project Phase:

Pre-Construction/Pre-Acquisition

Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between	Between	Between	Between	Between	Between	After
7/1/20	7/1/21	1/1/22	7/1/22	1/1/23	7/1/23	1/1/24
and	and	and	and	and	and	
6/30/21	12/31/21	6/30/22	12/30/22	6/30/23	12/30/23	
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Lisa Ann L. Mangat, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. <u>Download the logo</u> at http://resources.ca.gov/grants/logo-art/. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

- 1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
- 2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alterthe Deed Restriction*. The GRANTEE takes the following steps:
 - 1. Add ownership information to **Paragraph I of the Deed Restriction**: [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 - 2. Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) <u>Exhibit B</u>: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
 - Notarize it: Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).

- 4. Record it: Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
- 5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

- I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And
- III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and
- IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

- 1. <u>DURATION.</u> This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).
- 2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statue. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statue, which survives a sale of tax-deeded property.
- 3. <u>RIGHT OF ENTRY.</u> DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.
- 4. <u>REMEDIES.</u> Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

<u>SEVERABILITY.</u> If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	
Business Name (if property is owned by a business):	
Additional signature, if required	Date
Print Name and Title	

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

- 1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- 2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
- 3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
- 4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
- 5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
- 6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
- 7. Complete CEQA prior to requesting any construction reimbursement.
- 8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
- 9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
- 10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
- 11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 - 1. PROJECT Number Number assigned by OGALS when this PROJECT was approved.
 - 2. Contract Number As shown in Certification of Funding section of the contract
 - 3. APPLICANT 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 always round to the nearest dollar.
 - 7. Send Warrant To AGENCY name, address and contact person
 - 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

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 Reimbursement ☐ Final ☐ Advance 6. PAYMENT INFORMATION (Round all figures to the nearest dollar) a. Grant Project Amount b. Funds Received To Date c. Available (a. minus b.) d. Amount Of This Request e. Remaining Funds After This Payment (c. minus d.) 7. SEND WARRANT TO: AGENCY NAME STREET ADDRESS CITY/STATE/ZIP CODE 8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION 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. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY PAYMENT APPROVAL SIGNATURE

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the <u>grant expenditure form</u> is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/	Deta(2)	Posiniant(2)	Durnoso(4)	Pre-Construction	Construction
Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Amount(5)	Amount(6)

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or 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 IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

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

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

- 1. Approval of the PROJECT COMPLETION PACKET (page 37).
- 2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

- 1. Payment Request Form (page 35)
- 2. Grant Expenditure Form (page 35)
- 3. Final Funding Sources Form (page 20)
- 4. GHG Emissions Reduction Worksheet (page 24)
- 5. PROJECT COMPLETION Certification Form (page 38)
- 6. Photo of the bond act sign and location (page 28)
- 7. Recorded Deed Restriction, if not already provided (page 29)
- 8. Completed CEQA, if not already provided (page 21)
- 9. Notice of Completion (optional)⁵
- 10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

- 1. A copy of the recorded deed to the property
- 2. A map sufficient to verify the description of the property including parcel numbers and acreage
- 3. Copy of title insurance policy
- 4. Copy of title report

⁵ 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.



Project Number:

Project Completion Certification Form Grantee:

Grantee contact for audit purposes

Name:

Print Name and Title

Address:			
Phone: ()	Email:		
Project completion –	list the grant scope ite	ms:	
Provide revised Fund	ding Sources Form		
Interest earned on ac	lvanced funds:	\$	
Interest spent on elig	gible costs: \$		
Was a Notice of Com Yes / No	pletion filed with the Co	ounty Recorder or other appr	opriate entity?
	Grant funds were expend d we have made final pay	ded on the above-named Proje yment for all work done.	ct and that the
declares, deposes, or material matter which	certifies under penalty of	derstand that every person who perjury and willfully states as to se, is guilty of perjury, which is two, three, or four years.	rue any
with the intent to defra officer, or to any count if genuine, any false o felony-misdemeanor p more than one year, b	ud, presents for allowand ty, city, or District board o r fraudulent claim, bill, ac ounishable either by impris y a fine not exceeding on	e §72 and understand that ever se or for payment to any state b r officer, authorized to allow or count, voucher, or writing, is gu sonment in county jail for a per e thousand dollars, or both, or eding ten thousand dollars, or	ooard or pay the same uilty of a iod of not by
Certification on behalf	of the Grantee. I declare	to execute this Project Comple under penalty of perjury that the e-mentioned Grant is true and c	ne foregoing
AUTHORIZED REPRESE	NTATIVE Signature		Date

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE's financial resources will all be considered before issuing an ADVANCE.
- GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	 Payment Request Form ADVANCE justification (see below) Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment	Maximum	When to	Documents to Send to PROJECT OFFICER
Type	Request	Request	
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	 Payment Request Form ADVANCE justification (see below) Bid documents (see page 33, number 9) Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule Filed NOD or NOE (page Error! Bookmark not defined.) Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

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 (IN-HOUSE EMPLOYEE SERVICES 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 earned 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 as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount plus any earned interest (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds 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.

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 has 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 into Escrow

Payment Type	When to Request	Documents to Send	
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form	

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

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 14).
- 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 PROJECT 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 Formmust be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

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 acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, whichever is earliest.

Per Capita Contract



GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department 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 PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)							
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	FUND			
ADJ. INCREASI	NG ENCUMBRANCE \$	APPROPRIATION					
ADJ. DECREAS	ING ENCUMBRANCE \$	ITEM VENDOR NUMBER					
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR		
T.B.A. NO.	B.R. NO.	INDEX	Funding Sou	irce	OBJ. EXPEND		
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.							
SIGNATURE OF ACCOUNTING OFFICER			DATE	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 CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

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

- 1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
- 2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
- 3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
- 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 CONTRACT.
- The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
- 7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guidefor California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

 Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth 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).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

- STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.
- 2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant 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 (<u>Public Resources Code</u>, §21000, et seq., Title 14, <u>California Code of Regulations</u>, §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. Procedural Guide

- 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. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this 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 agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
- 3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this 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 agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

- 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

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

I. Use of Facilities

- 1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, 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 MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
- The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

- 4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grantwas awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
- 5. All real property, 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 will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable 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.

N. 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.

O. Waiver

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

GRANTEE

Print Name and Title

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	
STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	
AUTHORIZED REPRESENTATIVE Signature	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, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEESERVICES)

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 costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

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 DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

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, 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
- Award 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, EFT receipts**)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- □ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- □ 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 (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 (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
- Proof of insurance 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.

References

Public Resources Code relating to the Proposition 68 Per Capita program 80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

- (b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:
 - (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
 - (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
 - (7)To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
 - (8)To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

- (d) "Department" means the Department of Parks and Recreation.
- (n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.

80060.

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

(a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
 - (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
 - (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' Per Capita webpage at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

- 1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
- 2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
- 3. The recipient must be eligible to receive Per Capita funds.
- 4. The recipient must have submitted the authorizing resolution shown on page 7.
- 5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

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⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this 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 described in the Application Checklist and Directions beginning on page 10.

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

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES 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 GRANTEE'S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

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.

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.

IN-HOUSE EMPLOYEE SERVICES — use of the GRANTEE'S employees working on the PROJECT SCOPE.

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

PRE-CONSTRUCTION COSTS — costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

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

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.