

AGENDA

COMMITTEE ON CAMPUS PLANNING, BUILDINGS AND GROUNDS

Meeting: 4:05 p.m., Tuesday, May 21, 2024
Glenn S. Dumke Auditorium

Jack McGrory, Chair
Diana Aguilar-Cruz, Vice Chair
Larry L. Adamson
Raji Kaur Brar
Mark Ghilarducci
Leslie Gilbert-Lurie
Anna Ortiz-Morfit
Darlene Yee-Melichar

- Consent**
1. Approval of Minutes, *Action*
 2. San José State University Speed City & Spirit of '68 Track Facility Development Project and Grant Assignment, *Action*

**MINUTES OF THE MEETING OF THE
COMMITTEE ON CAMPUS PLANNING, BUILDINGS AND GROUNDS**

**Trustees of the California State University
Office of the Chancellor
Glenn S. Dumke Auditorium
401 Golden Shore
Long Beach, California**

March 26, 2024

Members Present

Larry L. Adamson, Acting Chair
Mark Ghilarducci
Leslie Gilbert-Lurie
Anna Ortiz-Morfit
Darlene Yee-Melichar

Wenda Fong, Chair of the Board
Mildred García, Chancellor

Trustee Adamson called the meeting to order.

Public Comment

Public comment occurred at the beginning of the meeting's open session prior to all committees. No public comments were made pertaining to committee agenda items.

Consent Agenda

The minutes of the January 2024 meeting of the Committee on Campus Planning, Buildings and Grounds were approved as submitted.

California Polytechnic State University, San Luis Obispo Football Center Capital Outlay Amendment and Schematic Design Approval

This item requested approval to amend the 2023-2024 Capital Outlay Program and approve schematic plans for the Football Center for California Polytechnic State University, San Luis Obispo.

Following the presentation, Trustee Faigin asked if the project had received any pushback from the community, and it was explained that community feedback has been very positive so far.

Trustee Faigin asked about revenue potential from this project, President Armstrong explained that while the football program does generate some revenue, the university is looking to build additional revenue in the future to support some level of future maintenance requirements. It was noted that current revenue is not sufficient to impact the funding of this project. Trustee Faigin also asked how future projects will be viewed in the context of the state of higher education which was presented earlier in the day. Steve Relyea explained that all projects and priorities are reviewed taking relevant factors into consideration, including growth forecasts, to ensure resources are deployed in the most strategic and optimal manner.

Trustee Yee-Melichar noted that the project appears to be well-designed and consistent with the needs and priorities of the university and asked how the project location and design integrate with the existing campus infrastructure and the surrounding environment, including the nearby agricultural fields. Paul Gannoe explained that the stadium is well positioned in relation to the facility, with pedestrian circulation adjacent to the football center, and the weight training facility will provide connectivity between the buildings and the rest of campus. The project is scheduled to start in May 2024 and occupancy is to begin in fall of 2025, Trustee Yee-Melichar asked how the university can manage any potential delays given the construction timeline. Paul Gannoe explained that the project team at the university is very strong and experienced in managing weather and other challenges, and they are already taking steps to mitigate any potential delays including ordering long lead time items.

The committee recommended approval of the proposed resolution (RCPBG 03-24-04).

Trustee Adamson adjourned the Committee on Campus Planning, Buildings and Grounds.

COMMITTEE ON CAMPUS PLANNING, BUILDINGS AND GROUNDS

**San José State University Speed City & Spirit of '68 Track Facility Development Project
and Grant Assignment**

Presentation By

Steve Relyea
Executive Vice Chancellor and Chief Financial Officer

Charlie Faas
Vice President and Chief Financial Officer
San José State University

Paul Gannoe
Assistant Vice Chancellor
Capital Planning, Design and Construction

Summary

This agenda item requests that the Board of Trustees approve a resolution to accept the assignment of \$9 million in grant funding and the associated grant contract from the County of Santa Clara. The grant funding is being provided initially to the County of Santa Clara by the California Department of Parks and Recreation for the development of a track facility and associated improvements at the Santa Clara County Fairgrounds which will benefit San José State University (San José State) and the surrounding community. The California Department of Parks and Recreation requires the form of resolution set forth in this item before they approve the assignment of funds and the assignment of the terms and conditions of the grant contract from the county to the university.

Background and Scope

AB 103, chaptered on June 30, 2023, allocated funding in the amount of \$9 million for the development of the Speed City & Spirit of '68 Track Facility (the "Project") at the Santa Clara County Fairgrounds. The funding is part of an appropriation to the Department of Parks and Recreation.

San José State proposes that an approximately 9-acre area of the Santa Clara County Fairgrounds property, only a few blocks from the university's South Campus, be set aside and ground leased to the university to develop the Project in honor of the legacy of the university's Speed City and the Olympic Project for Human Rights. San José State proposes to use the \$9 million grant funds

together with university-raised funds to develop the first phase of a track and field facility with related amenities (Phase 1 of the Project).

As the owner of the land, the County of Santa Clara will be the initial grantee under the grant agreement with the California Department of Parks and Recreation. A Memorandum of Understanding (MOU) (Attachment A) was executed between the County of Santa Clara and San José State on April 19, 2024. The purpose of the MOU is to set forth the terms and conditions of the grant assignment between the university and the county, as well as the County of Santa Clara's agreement to submit the necessary grant application to and seek grant payments from the California Department of Parks and Recreation for San José State to develop the Project.

Phase 1 of the Project is comprised of the following scope of work:

- NCAA Division 1 nine-lane competitive track
- NCAA Division 1 field events, constructed primarily within the track interior, and inclusive of discus, shot put, javelin, hammer, steeplechase, pole vault, high jump, long jump, and triple jump
- Placement of temporary restroom facilities
- Placement of temporary track and field equipment storage facilities
- Parking at minimum as required for ADA access, loading/unloading, and service vehicles
- Speed City/Spirit of '68 signage and university branding within the design of the improvements
- Utility infrastructure pathways for future phases of the project as related to common trenches or should future infrastructure needs pass below improvements to be constructed

Future phases of the project will be constructed upon securing additional necessary funding resources.

Educational and Community Benefits

The Project will provide the primary track and field facility for San José State as well as allow for its use as a teaching and recreational sport facility by other university programs and for the community. Public access will be afforded through a variety of mechanisms that will be further defined in the future ground lease to be negotiated with the County of Santa Clara.

Fiscal Impact / Funding

The total budget for Phase 1 of the Project is currently estimated at \$10.5 million. The grant funding of \$9 million will be supplemented with previously committed donor funding provided by San José State in the amount of \$1.5 million. San José State will provide all additional funding necessary to complete Phase 1 of the Project.

California Environmental Quality Act (CEQA)

The resolution addressed in the item does not constitute a Project under CEQA and no CEQA action is necessary at this time. For future CEQA actions related to the development of the Project, the Board of Trustees of the California State University will act as Lead Agency and coordinate closely with the County of Santa Clara as a Responsible Agency.

Recommendation

The following resolution, which reflects commitments and wording required by the California State Department of Parks and Recreation in the 2022-23 Procedural Guide for Local Assistance Specified Grants – Capital (September 2022) (the “Procedural Guide”) as a condition of the grant, is recommended for approval:

RESOLVED, by the Board of Trustees of the California State University, that the university, as a grant applicant for the California Department of Recreation and Parks grant described above, will accept the assignment of the associated grant funds and grant contract from the County of Santa Clara, and that it:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the Provisions contained in the contract in the Procedural Guide; and
5. Delegates the authority to the president of San José State University, 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 project scope(s); and
6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), dated for reference purposes only as of April 19, 2024, is between the County of Santa Clara, a political subdivision of the State of California (“**County**”) and THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, which is the State of California acting in its higher education capacity, on behalf of San José State University, one of 23 universities in the California State University system (“**CSU**”). The County and CSU are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

A. The County is owner of real property referred to as the Santa Clara County Fairgrounds, located in the unincorporated area of San José, Santa Clara County, California, known as assessor’s parcel number 497-38-016, and as shown in the map attached as Exhibit A (the “**Property**”).

B. The County holds and, through the Santa Clara County Fairgrounds Management Corporation (“**FMC**”), manages the Property primarily to (i) host an annual County fair pursuant to Government Code Section 25906 (the “**County Fair**”) and (ii) use and develop the Property in ways that support and complement the County Fair by generating revenue and/or making the Property a regional destination for high-quality recreation and entertainment.

C. San José State University (“**SJSU**”) proposes that an approximately 9-acre area of the Fairgrounds Property be set aside to develop a commemorative track and field facility, referred to as the “Speed City and Spirit of ‘68 Track and Field Project” (the “**Speed City Development**”). The project is in honor of the legacy of Speed City and the Olympic Project for Human Rights. The proposed development program for the Speed City Development is attached hereto as Exhibit B (the “**Development Program**”). The Development Program contemplates multi-phased development of the Speed City Development. Phase 1 of the Development Program, which includes a track and field facility with related amenities, is referred to herein as the “**Track Facility.**”

D. In its 2022 budget, the California State Legislature allocated a \$9 million grant to the County of Santa Clara for the Speed City Legacy Project (See California State Budget, Section 19.56 (b)(1)(BI) (the “**Speed City Grant**”).

E. CSU proposes to use the Speed City Grant together with SJSU-raised funds to develop the Track Facility.

F. While the County is the designated grantee of the Speed City Grant, CSU would be the Track Facility proponent and developer.

G. The terms of the Speed City Grant require that the County, as grantee, adopt a resolution approving the grant application, a draft of which is attached hereto as Exhibit C (“**Grant Application**”) and execute a grant contract with the California Department of Parks and Recreation (“**DPR**”), in the form attached hereto as Exhibit D, with certain terms and conditions

related to administration of the Speed City Grant, and development, operation, maintenance, and use of the Track Facility (“**Grant Contract**”). DPR further requires that the Grant Contract must be executed on or before April 19, 2024, to avoid potential reappropriation of the Speed City Grant.

H. The purpose of this MOU is to set forth the terms and conditions upon which the County is willing to approve and submit the Grant Application, enter into the Grant Contract, and seek grant payments for CSU to develop the Speed City Track Facility project.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, the Parties hereby agree to the following:

1. Covenants of County. County hereby agrees to the following:
 - 1.1. County shall timely submit the Grant Application and execute the Grant Contract.
 - 1.2. County shall comply with the Grant Contract and shall not modify or amend the Grant Application or Grant Contract without CSU’s prior written consent.
 - 1.3. County shall cooperate with CSU to obtain DPR’s written consent to assign the Grant Contract, or delegate the rights and obligations thereunder, to CSU on terms that are mutually agreeable to County and CSU.
 - 1.4. County shall promptly provide CSU with a copy of all notices from DPR that County receives relating to the Grant Application and Grant Contract.
2. Grant Contract. In exchange for County’s agreement to execute the Grant Contract and submit it to DPR, CSU hereby agrees as follows:
 - 2.1. To be solely responsible for all costs related to the Grant Contract.
 - 2.2. Represents and warrants that it has reviewed the Grant Contract and the documents expressly incorporated into its terms including the Grant Application and the 2022-23 Procedural Guide for Local Specified Grants – Capital, September 2022, a copy of which is attached hereto as Exhibit E (“**Grant Guide**”).
 - 2.3. Provided DPR consents to such assumption as contemplated under Section 1.3, expressly assumes all duties and obligations required of County, as grantee, under the Grant Contract. CSU must prepare and certify the accuracy of all information provided on grant forms required by the County.
 - 2.4. Represents and warrants that CSU will negotiate diligently and good faith with the intent of entering into Development Agreements consistent with Paragraph 4 below.

3. Grant Disbursements. The Parties shall comply with the process set forth in the Grant Guide for making payment requests from the Speed City Grant.
4. Negotiation of Definitive Agreements. The Parties shall negotiate diligently and in good faith regarding the terms of future definitive agreements related to development, construction, and operation of the potential Track Facility (the “**Development Agreements**”). The Development Agreements shall include, without limitation, a right of entry or access agreement for CSU to conduct due diligence on the Project Site and a ground lease providing for development, operation, and maintenance of the Project. The ground lease, if executed, shall provide, among other things: (i) a clause providing for the County’s lease to CSU on an “AS-IS” basis; (ii) that the lease term shall be limited to the expected useful life of the improvements outlined in Phase I of the Development Program; (iii) in addition to SJSU’s academic, athletic, and recreational uses, shall provide for robust public community benefits and free public access, including but not limited to dedicated access specifically for the Tully Clinic and Franklin Elementary School, the terms and details of which shall be further negotiated and defined in the ground lease; and (iv) for an agreed-upon mechanism that honors the legacy of Speed City in a manner that reflects consultation with community stakeholders. The obligations in this paragraph shall survive termination of this agreement if the Grant Contract is assigned to CSU but shall otherwise terminate as set forth in Section 6(i-iii), or upon execution of a mutually agreeable Property ground lease or June 30, 2026, whichever is earlier.
5. Indemnity and Hold Harmless.
 - 5.1. Notwithstanding any other provision of this MOU, CSU shall indemnify, release, hold harmless, and defend, with legal counsel proposed by CSU and approved by County (which approval shall not be unreasonably withheld, conditioned, or delayed), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including reasonable attorneys’ fees and costs) to the extent arising out of, or in connection with, performance or breach of this MOU by CSU and/or its officers, agents, employees, or representatives, including, but not limited to CSU’s failure to comply with the Grant Contract, excepting only loss, injury, or damage to the extent caused by the sole negligence, willful misconduct, or breach of County’s payment request obligations under the Grant Contract by County or its officers, employees, agents, and representatives.
 - 5.2. CSU acknowledges that it is solely responsible for confirming information provided to the County for documents required by the Speed City Grant. County is required to certify information contained in documents required under the Grant Application, Grant Contract, and documents submitted pursuant to the Grant Guide. CSU obligations in paragraph 5.1 shall include all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to information to which the State requested County to certify as required by the Grant Contract and related documents if that information was provided by CSU.
6. Term. The term of this MOU shall commence upon the Effective Date, and unless the Parties agree to extend the term, shall terminate on the earlier of (i) December 31, 2026; (ii) written notice from a Party following the other Party’s breach of this MOU beyond any

applicable notice and cure period, (iii) DPR's election to rescind the Speed City Grant, (iv) termination of the Grant Contract, or (v) assignment of the Grant Contract from County to CSU.

7. General Provisions.

- 7.1. Conditional Commitment. The Parties acknowledge and agree that nothing in this MOU shall be construed to compel the County or CSU to approve or make any particular findings with respect to any environmental documentation that is prepared, pursuant to the California Environmental Quality Act (Cal. Pub. Res. section 21000, et seq., Title 14, Cal. Code Regs. section 15000 et seq.) ("CEQA") for the Track Facility. The Parties shall comply with CEQA. Any obligation to approve or construct the Track Facility is irrevocably conditioned upon compliance with CEQA and obtaining all necessary and applicable permits and approvals pursuant to any applicable laws. It is currently anticipated that CSU will serve as "lead agency" (and the project applicant) and the County as a "responsible agency" for purposes of CEQA compliance for the Track Facility. CEQA compliance for the Track Facility and issuance of permits and approvals for the Track Facility shall be subject to the independent judgment and discretion of the lead agency and responsible agency(ies), and in the exercise of such discretion, the lead agency retains the right to approve, deny or require modifications to the Track Facility. Nothing in this Agreement shall commit or be interpreted to commit either Party to a definite course of action with respect to the Track Facility, preclude the consideration of feasible mitigation measures and, if applicable, alternatives, or limit denial of the Track Facility, prior to the certification, approval, or consideration of a CEQA compliance document for the Track Facility. This Agreement does not require either Party to approve or carry out the Track Facility project. The Parties acknowledge that the County Board of Supervisors and the CSU Board of Trustees, or their respective delegees, each retain full discretion to determine whether to approve and carry out the Track Facility project.
- 7.2. Further Assurances. The Parties each agree to take all such actions and to make, execute and deliver such other documents and instruments as reasonably requested to carry out the provisions, intent, and purpose of this MOU.
- 7.3. Amendments. This MOU may not be changed, modified, or rescinded except in writing, signed by the Parties, and any attempt at oral modification of this MOU shall be void and of no effect.
- 7.4. Notices. All required or permitted reports, demands and notices may be sent to the Parties at the addresses set forth below or such other address as a Party may specify in writing to the other Party by overnight delivery service, in which case notice is effective upon delivery if delivery is confirmed by the delivery service, or by electronic mail, in which case notices shall be deemed delivered upon the sender's receipt of an acknowledgement from the intended recipient provided that, if such notice is not sent during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient.

CSU: The Board of Trustees of the California State University
401 Golden Shore, 4th Floor
Long Beach, CA 90802-4210
Attn: Assistant Vice Chancellor, Capital Planning, Design & Construction

with a copy to: The Board of Trustees of the California State University
Office of General Counsel
401 Golden Shore
Long Beach, California 90802-42
Attention: Executive Vice Chancellor and General Counsel

and to: San José State University
One Washington Square
San José, CA 95192
Attn: Office of the President

County: County of Santa Clara
70 West Hedding Street, 11th Floor
San José, California 95110
Attention: County Executive

with a copy to: County of Santa Clara
70 West Hedding Street, 9th Floor
San José, California 95110
Attention: County Counsel

7.5 No Third-Party Beneficiaries. Nothing contained in this MOU is intended to or shall be deemed to confer upon any person, other than the Parties and their respective permitted successors and assigns, any rights, or remedies hereunder.

7.6 Authority; Authorized Signatories. Each Party represents and warrants that it is authorized to execute and perform this MOU, and that the persons executing this Agreement on such Party’s behalf have been duly authorized to do so.

7.7 Counterparts. This MOU may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument. Unless otherwise prohibited by law, the Parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the County and CSU. The County and CSU both agree that for purposes of this MOU, DocuSign is an approved technology for execution.

- 7.8 Consents. Wherever this MOU provides that the consent of a Party is required, such consent may be withheld in such Party's sole and absolute discretion.
- 7.9 Assignment; Successors and Assigns. Neither Party shall assign this MOU without the prior written consent of the other Party. All terms, conditions, and provisions of this MOU shall benefit, and bind, the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 7.10 Breach; Remedies. In the event of a Material Breach of this MOU, either Party shall have any remedies available at law or in equity. This Agreement may be terminated by either Party upon material breach by the other Party. As used in this MOU, a "**Material Breach**" means a Party fails to perform any of such Party's obligations under this Agreement, and this circumstance continues for thirty (30) days after the Party in breach of its contractual obligation receives written notice from the other Party identifying the nature of the breach; provided, however, that the Party in breach will be entitled to a time extension of up to one hundred eighty (180) days to cure the breach if: (i) the Party in breach delivers written notice to the other Party within the initial 30-day cure period confirming (with supporting evidence) that the Party in breach cannot reasonably cure the breach within the initial cure period and stating that the Party in breach intends to cure the breach as expeditiously as possible; and (ii) the Party in breach diligently prosecutes the cure of the breach to completion within the 180-day extension period. Notwithstanding anything to the contrary contained in this MOU, in no event shall either Party be liable for any consequential damages, lost profits, lost revenues, lost opportunities, or similar damages in connection with the subject matter of this MOU.
- 7.11 Excuse of Performance. Neither Party shall be responsible for any failure or delay in its performance under this MOU due to causes beyond its reasonable control, including, without limitation, governmental action, a communicable disease outbreak, epidemic or pandemic, an act of God, fire, riot, civil commotion, terrorist act, terrorist threat, hostilities or war, labor disputes, labor shortages or supply chain disruptions, or due to unreasonable delay of the other Party or such Party's breach of this MOU.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates set forth below (the latest of the dates set forth below the “**Effective Date**”).

CSU:

BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, which is the State of California acting in its higher education capacity, on behalf of San José State University



DR. CYNTHIA TENIENTE-MATSON,
President, San José State University

Date: Apr 19, 2024

COUNTY:

COUNTY OF SANTA CLARA, a political subdivision of the State of California

DocuSigned by:
James R. Williams
74FCE0CB79FA478...

JAMES R. WILLIAMS, County Executive

4/19/2024

Date: _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Kimberly Kernan
EDE3116CE3A0448...

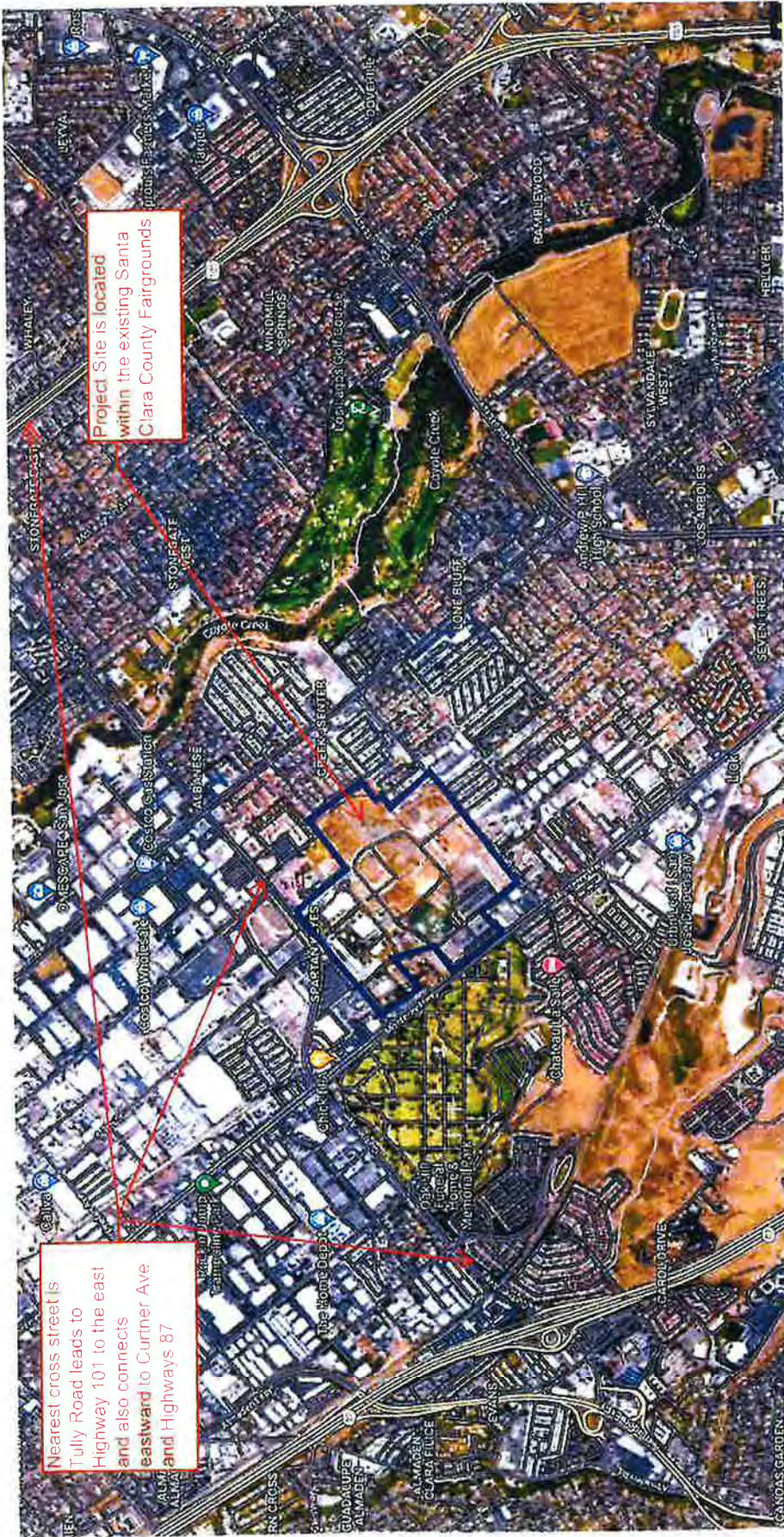
KIMBERLY J. KERNAN
Deputy County Counsel

List of Exhibits

- Exhibit A – The Property
- Exhibit B – Development Program
- Exhibit C - Grant Application
- Exhibit D – Grant Contract
- Exhibit E – Grant Guide

EXHIBIT A TO THE MOU

THE PROPERTY



**EXHIBIT B TO THE MOU
DEVELOPMENT PROGRAM**

Development Program

PROJECT TITLE: Speed City and Spirit of '68 Track and Field Facility
PROJECT LOCATION: County of Santa Clara Fairgrounds (Exhibit A)
DEVELOPMENT PARTNERSHIP: County of Santa Clara/San José State University

Summary of the Proposed Project

San José State University will construct a new Speed City and Spirit of '68 Track and Field Facility at the Santa Clara County Fairgrounds. Phase 1 of the project, to be constructed with State of California earmark funds (\$9,000,000) and University fundraising commitments (\$1,500,000) is designed to deliver the track and field facility with necessary base amenities while future phases will construct other amenities and improvements required for a state of the art facility for the University and community to enjoy.

Purpose of the Project

Located in the heart of Silicon Valley, the global center of technology and innovation, San José State University also has a strong racial justice legacy. Throughout the 1960s and 70s, the University's track team was known as "Speed City." Several of these athletes competed in the 1968 Olympics, during which two athletes famously raised their fists on the medal platform in protest of the racism and human rights violations that were occurring in the United States during that time. Their gesture would become an iconic and historic moment that is now immortalized in a statue on University's campus. The historic moment was part of the larger work of the Olympic Project for Human Rights, a movement created to resist racism and has since become a global symbol for human rights. It is important that we celebrate the heroism of athletes who shined a light on the civil rights movement, while also acknowledging the reality of racism that they faced. Current national and world events demonstrate that this struggle and movement is far from over and there is an unmet need to provide on-going education and activism that celebrates civil rights. Residents of San José and the world over can learn of this legacy and be inspired to carry that legacy in their work and in their lives.

This Project will build a community/university joint-use project that will keep alive the legacy and values of Speed City and the Olympic Project for Human Rights; and create a track and field facility to San José State University (track and field team, teaching, recreational activities, etc.) and which will also be available for public access. It will be located at the current site of the Santa Clara Fairgrounds, only a few blocks from the University's South Campus. The final design and naming will go through a collaborative joint outreach effort, and follow the University's naming guidelines.

Description of the Proposed Improvements

This project is proposed to be constructed in Phases as the State earmark funds and philanthropic commitments to date align with a multi-phase approach to development.

Phase 1 of the project, to be funded through State earmark funds and existing University philanthropic commitments is comprised of the following scope of work:

- NCAA Division 1 nine lane competitive track
- NCAA Division 1 field events, constructed primarily within the track interior, and inclusive of discus, shot put, javelin, hammer, steeplechase, pole vault, high jump, long jump, and triple jump
- Placement of temporary restroom facilities
- Placement of temporary track and field equipment storage facilities
- Parking at minimum as required for ADA access, loading/unloading, and service vehicles
- Speed City/Spirit of '68 signage and branding within the design of the improvements
- Utility infrastructure pathways for future phases of the project as related to common trenches or should future infrastructure needs pass below improvements to be constructed

Future phases of the project, to be constructed upon securing additional necessary funding resources, is comprised of the following scope of work:

- Operations Building to acknowledge the history of Speed City and past work of these University legends while supporting use of the track and field facility. This building will include meeting rooms, locker rooms, permanent restrooms and equipment storage rooms, mechanical and operation support spaces, and public restrooms accessed from the building's exterior
- Bleachers for up to 1,000 spectators
- Lighting to allow for day and evening activities
- Scoreboard specific to track/field events
- Expansion of parking, including potential use of nearby expanded parking areas for common use by the public.

Planned Use

It is intended that this facility will serve as the primary track and field facility for San José State University as well as allow for its use as a teaching and recreational sport facility by other University programs. Additionally, public access will be afforded through a variety of mechanisms including hosting a variety of track and field meets targeted to a wide variety of groups as well as regional elementary and secondary education institutions and the community at large, and hosting camps and other events designed to promote health and fitness as well as educational opportunities around the importance of the history of Speed City in American culture. Programming that aligns with the social justice legacy of Speed City, such as a youth Speed City Invitational, can be created to educate youth on racial and social justice issues, engage them through athletic opportunities, and inspire the next generation to continue the legacy of Speed City.

Development Approach

The following outlines the project's development approach being pursued by the University, in collaboration with the County:

Planning & Environmental Compliance

The University will enter into negotiations with the County to confirm the development partnership and requirements of each of the parties; this include but is not limited to a right of entry, pre-development, development, ground lease, and operating agreements. The University will complete planning efforts necessary for the project including development of conceptual plans, cost estimates, and other documentation. The University will partner with the County to conduct due diligence as related to the project's site location within the County Fairgrounds property so as to ensure full knowledge of the existing site and to mitigate for risks related to construction of the project. The University will serve as lead agency with respect to California Environmental Quality Act (CEQA) compliance and will prepare environmental compliance documents which will be reviewed and approved by the Board of Trustees of the California State University or its delegee. The University and County anticipate that any County discretionary approvals would follow the University's CEQA compliance and approval of the project. Should the project require mitigations due to environmental review, such will be accommodated for in the construction of the improvements and/or operation of the project following completion.

Design

Design consultants will be retained by the University to develop drawings, specifications, and other supporting documents required for permitting and construction of the project. The University will engage the County in its design development efforts to ensure alignment of the project to the intent of the grant as well as to dovetail its design and construction into other planned nearby improvements within the County Fairgrounds location.

Permitting

It is anticipated that building permits related to construction of the improvements will be issued by San Jose State University's campus deputy building official. It is also anticipated that other related permits will be received from the following authorities having jurisdiction: Division of the State Architect (access

compliance), California State University Office of Fire Safety, and Office of the State Fire Marshal. Other permits, if determined as required during the planning and design phase, will be secured.

Procurement

The University will abide by all requirements associated with the grant program as related to procurement of consultant services and contracted services, including those related to public works, for the project.

Construction

The University anticipates this project will be delivered utilizing either a design bid build or design build project delivery method. Public solicitation requirements of the State as related to the grant and public works will be adhered to. The University will provide project management and administration of all construction activities, including provision of inspections to support the designated inspector/agency of record.

Operation & Maintenance

The University will negotiate, in good faith, a joint operations and maintenance agreement with the County that will detail responsibilities of each party with the University ensuring safe and effective operation of the facility, including its maintenance, for aspects related to use of the facility by the University and its associated programs.

EXHIBIT C TO THE MOU
GRANT APPLICATION



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

Project Application Form

PROJECT NAME Speed City & Spirit of '68 Track Facility	REQUESTED GRANT AMOUNT \$ 9,000,000			
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address) 344 Tully Road San Jose CA 95111	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input checked="" type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement			
NEAREST CROSS STREET 7th Street				
COUNTY OF PROJECT LOCATION Santa Clara County				
APPLICANT NAME AND MAILING ADDRESS				
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 25%; border-bottom: 1px solid black;">Email address</td> <td style="width: 25%; border-bottom: 1px solid black;">Phone</td> </tr> </table>		Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone		
GRANT CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name (<i>typed or printed</i>) and Title</td> <td style="width: 25%; border-bottom: 1px solid black;">Email address</td> <td style="width: 25%; border-bottom: 1px solid black;">Phone</td> </tr> </table>		Name (<i>typed or printed</i>) and Title	Email address	Phone
Name (<i>typed or printed</i>) and Title	Email address	Phone		
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.				
_____ Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	_____ Date			
Print Name _____				
Title _____				

Project Scope/Cost Estimate Form

GRANTEE: County of Santa Clara	PROJECT Name: Speed City & Spirit of '68 Track Facility
-----------------------------------	--

Grant Scope (Describe the project in 30 words or less):

Spirit of '68 Track & Field Facility (Phase 1) at the Santa Clara County Fairgrounds, as described in Attachment A (Development Program).

GRANT SCOPE ITEMS	Estimated Cost
ACQUISITION: List each parcel number, acreage, estimated date of purchase and cost.	
DEVELOPMENT: List each major project element and major support amenity.	
Architectural & Engineering Fees	\$ 458,000
CEQA/Environmental Impact Report (MND)	\$ 141,000
Other Consultants & Project Support	\$ 105,000
Permits & Inspections	\$ 276,000
Construct Track	\$2,530,911
Construct Field Events	\$ 578,194
Construct Artificial Turf Interior	\$1,454,607
Site Preparation	\$ 806,180
Site Grading	\$1,076,304
Site Utilities	\$ 935,522
Landscape, Parking & Pathways, ADA Access & Equipment	\$ 638,282
	\$
	\$
Total GRANT amount:	\$9,000,000
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

The APPLICANT understands that this form will be used to establish ELIGIBLE COSTS, and that all of the items listed on this form must be completed before the final PROJECT payment is processed as specified in the Final Payments section of this guide.



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

Funding Sources

Grantee Name: County of Santa Clara

Project Name: Speed City & Spirit of '68 Track Facility

PROJECTS funded by the program are not complete until all SCOPE items are complete and open to the public.

If Specified GRANT funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project: Funds will be used to partially fund improvements outlined in the 2022/23 State Funding Allocation request and is updated to describe the overall project and its phases as well as address that portion of the overall project which will be addressed with State grant funds in Phase 1 (Attachment A).

The total cost of the larger project that these GRANT funds will contribute to is
\$ 10,500,000.00 (Phase 1)

Anticipated completion date: December 31, 2025

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2022-23 Budget Act	July 1, 2022	\$9,000,000
San Jose State University	July 1, 2022	\$1,500,000

I represent and warrant that I have fully authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this Funding Sources Form, 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

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



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

CEQA Compliance Certification

GRANTEE: County of Santa Clara
Project Name: Speed City & Spirit of '68 Track & Field Facility
Project Address: 304 Tully Rd, San Jose, CA 95111

Is CEQA complete? Yes No Is completing CEQA a PROJECT SCOPE item? Yes No

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

Date complete/expected to be completed

- Notice of Exemption (attach recorded copy if filed)
- Notice of Determination (attach recorded copy if filed)
- Other: TBD

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: Trustees of the California State University	
Contact Person: Anne Collins-Doehne	
Mailing Address: 401 Golden Shore, Long Beach, CA 90802	
Phone: () 562-951-4161	Email: acollins-doehne@calstate.edu

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 Anne Collins-Doehne, Director- Land Use Planning & Environmental Review	

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

Attachment A: Development Program**PROJECT TITLE:** Speed City and Spirit of '68 Track and Field Facility**PROJECT LOCATION:** County of Santa Clara Fairgrounds (Exhibit A)**DEVELOPMENT PARTNERSHIP:** County of Santa Clara/San José State University**Summary of the Proposed Project**

San José State University will construct a new Speed City and Spirit of '68 Track and Field Facility at the Santa Clara County Fairgrounds. Phase 1 of the project, to be constructed with State of California earmark funds (\$9,000,000) and University fundraising commitments (\$1,500,000) is designed to deliver the track and field facility with necessary base amenities while future phases will construct other amenities and improvements required for a state of the art facility for the University and community to enjoy.

Purpose of the Project

Located in the heart of Silicon Valley, the global center of technology and innovation, San José State University also has a strong racial justice legacy. Throughout the 1960s and 70s, the University's track team was known as "Speed City." Several of these athletes competed in the 1968 Olympics, during which two athletes famously raised their fists on the medal platform in protest of the racism and human rights violations that were occurring in the United States during that time. Their gesture would become an iconic and historic moment that is now immortalized in a statue on University's campus. The historic moment was part of the larger work of the Olympic Project for Human Rights, a movement created to resist racism and has since become a global symbol for human rights. It is important that we celebrate the heroism of athletes who shined a light on the civil rights movement, while also acknowledging the reality of racism that they faced. Current national and world events demonstrate that this struggle and movement is far from over and there is an unmet need to provide on-going education and activism that celebrates civil rights. Residents of San José and the world over can learn of this legacy and be inspired to carry that legacy in their work and in their lives.

This Project will build a community/university joint-use project that will keep alive the legacy and values of Speed City and the Olympic Project for Human Rights; and create a track and field facility to San José State University (track and field team, teaching, recreational activities, etc.,) and which will also be available for public access. It will be located at the current site of the Santa Clara Fairgrounds, only a few blocks from the University's South Campus. The final design and naming will go through a collaborative joint outreach effort, and follow the University's naming guidelines.

Description of the Proposed Improvements

This project is proposed to be constructed in Phases as the State earmark funds and philanthropic commitments to date align with a multi-phase approach to development.

Phase 1 of the project, to be funded through State earmark funds and existing University philanthropic commitments is comprised of the following scope of work:

- NCAA Division 1 nine lane competitive track
- NCAA Division 1 field events, constructed primarily within the track interior, and inclusive of discus, shot put, javelin, hammer, steeplechase, pole vault, high jump, long jump, and triple jump
- Placement of temporary restroom facilities
- Placement of temporary track and field equipment storage facilities
- Parking at minimum as required for ADA access, loading/unloading, and service vehicles
- Speed City/Spirit of '68 signage and branding within the design of the improvements
- Utility infrastructure pathways for future phases of the project as related to common trenches or should future infrastructure needs pass below improvements to be constructed

Future phases of the project, to be constructed upon securing additional necessary funding resources, is comprised of the following scope of work:

- Operations Building to acknowledge the history of Speed City and past work of these University legends while supporting use of the track and field facility. This building will include meeting rooms, locker rooms, permanent restrooms and equipment storage rooms, mechanical and operation support spaces, and public restrooms accessed from the building's exterior
- Bleachers for up to 1,000 spectators
- Lighting to allow for day and evening activities
- Scoreboard specific to track/field events
- Expansion of parking, including potential use of nearby expanded parking areas for common use by the public.

Planned Use

It is intended that this facility will serve as the primary track and field facility for San José State University as well as allow for its use as a teaching and recreational sport facility by other University programs. Additionally, public access will be afforded through a variety of mechanisms including hosting a variety of track and field meets targeted to a wide variety of groups as well as regional elementary and secondary education institutions and the community at large, and hosting camps and other events designed to promote health and fitness as well as educational opportunities around the importance of the history of Speed City in American culture. Programming that aligns with the social justice legacy of Speed City, such as a youth Speed City Invitational, can be created to educate youth on racial and social justice issues, engage them through athletic opportunities, and inspire the next generation to continue the legacy of Speed City.

Development Approach

The following outlines the project's development approach being pursued by the University, in collaboration with the County:

Planning & Environmental Compliance

The University will enter into negotiations with the County to confirm the development partnership and requirements of each of the parties; this include but is not limited to a right of entry, pre-development, development, ground lease, and operating agreements. The University will complete planning efforts necessary for the project including development of conceptual plans, cost estimates, and other documentation. The University will partner with the County to conduct due diligence as related to the project's site location within the County Fairgrounds property so as to ensure full knowledge of the existing site and to mitigate for risks related to construction of the project. The University will serve as lead agency with respect to California Environmental Quality Act (CEQA) compliance and will prepare environmental compliance documents which will be reviewed and approved by the Board of Trustees of the California State University or its delegee. The University and County anticipate that any County discretionary approvals would follow the University's CEQA compliance and approval of the project. Should the project require mitigations due to environmental review, such will be accommodated for in the construction of the improvements and/or operation of the project following completion.

Design

Design consultants will be retained by the University to develop drawings, specifications, and other supporting documents required for permitting and construction of the project. The University will engage the County in its design development efforts to ensure alignment of the project to the intent of the grant as well as to dovetail its design and construction into other planned nearby improvements within the County Fairgrounds location.

Permitting

It is anticipated that building permits related to construction of the improvements will be issued by San Jose State University's campus deputy building official. It is also anticipated that other related permits will be received from the following authorities having jurisdiction: Division of the State Architect (access

compliance), California State University Office of Fire Safety, and Office of the State Fire Marshal. Other permits, if determined as required during the planning and design phase, will be secured.

Procurement

The University will abide by all requirements associated with the grant program as related to procurement of consultant services and contracted services, including those related to public works, for the project.

Construction

The University anticipates this project will be delivered utilizing either a design bid build or design build project delivery method. Public solicitation requirements of the State as related to the grant and public works will be adhered to. The University will provide project management and administration of all construction activities, including provision of inspections to support the designated inspector/agency of record.

Operation & Maintenance

The University will negotiate, in good faith, a joint operations and maintenance agreement with the County that will detail responsibilities of each party with the University ensuring safe and effective operation of the facility, including its maintenance, for aspects related to use of the facility by the University and its associated programs.

Attachment B – Project Location



EXHIBIT D TO THE MOU
GRANT CONTRACT

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
General Fund
Specified Grants

GRANTEE County of Santa Clara

GRANT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026.

CONTRACT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2026.

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE /Cost Estimate Form of the application(s) filed with the State of California.

Total State grant amount not to exceed \$9,000,000.00

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

County of Santa Clara
 GRANTEE

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By James R. Williams
 Typed or printed name of Authorized Representative

 Signature of Authorized Representative

By _____

Address 70 W. Hedding St., 70 W Hedding St # 11,
San Jose, CA 95110
 Title County Executive
 Date _____

APPROVED AS TO FORM AND LEGALITY:

Date _____

 KIMBERLY J. KERNAN
 Deputy County Counsel

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C5055064	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012077		PROJECT NO. SG-43-005
AMOUNT ENCUMBERED BY THIS DOCUMENT \$9,000,000.00		FUND. General Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0001	CHAPTER 43	STATUTE 22
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,000,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000- 5432000000	ACTIVITY CODE 60067
				PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Santa Clara (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$9,000,000, subject to the terms and conditions of this AGREEMENT and the 2022/23 California State Budget, Chapter 43, statutes of 2022, Item number – 3790-101-0001 (appropriation chapter and budget item number hereinafter referred to as "SPECIFIED GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term "CONTRACT PERFORMANCE PERIOD" means the duration of time during which this CONTRACT is in effect.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term "GRANT PROJECT" means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for Local Assistance Specified Grants – Capital, September 2022." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

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

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

C. Project Costs

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

D. Project Administration

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

E. Project Termination

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

or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

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

G. Hold Harmless

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

liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain, and retain full control of the property acquired or developed with the GRANT MONIES, for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with grant funds under this CONTRACT only for the purposes of this grant and no other use, sale, assignment, transfer, mortgage, or other disposition or change of the control or use of the property or of any interest in the property to one not consistent with the grant purpose shall be permitted except as authorized by the DEPARTMENT and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred or assigned to another entity only if the successor entity assumes the obligations imposed under this CONTRACT and only with the prior approval of STATE.
4. Any real Property (including any portion of it or any interest in it, including any leases) may not be used as security or collateral for any debt, loan or mitigation, without the prior written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained. Any such permission that is granted does not make STATE a guarantor or a surety for any debt, loan or mitigation, nor does it waive STATE's rights to enforce performance under the CONTRACT.
5. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of grant monies received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

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

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise

to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE shall ensure that any contractor hired has adequate liability insurance, performance bond, or other security necessary to protect the GRANTEE interest and the STATE's interest against poor workmanship, fraud, or other potential loss associated with the completion of the GRANT PROJECT.

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S.

government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

County of Santa Clara
GRANTEE

By: _____
James R. Williams
Signature of Authorized Representative
Title: County Executive

Date: _____

APPROVED AS TO FORM AND LEGALITY:

KIMBERLY J. KERNAN
Deputy County Counsel

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

EXHIBIT E TO THE MOU

GRANT GUIDE

2022-23
Procedural Guide
For
Local Assistance Specified Grants – Capital
September 2022



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

"Creating Community through People, Parks, and Programs"

Send Application and correspondence to your
Administrative Project Officer listed at: www.parks.ca.gov/grants/contacts

Mailing Address:
State of California
Dept. of Parks and Recreation
P.O. Box 942896
Floor 13
Sacramento, CA 94296-0001
Attn: Office of Grants and Local Services
www.parks.ca.gov/grants

**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.

Office of Community Engagement 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 leadership through quality customer services.

The Office of Grants and Local Services (OGALS) Mission Statement

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

OGALS VISION GOALS

To Be:

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

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I. Introduction

This specified grant originated from a line item in the State of California Budget for fiscal year 2022-23. A resolution is required before a CONTRACT will be issued, and an approved APPLICATION PACKET is required before GRANT payments can be approved. The GRANT PERFORMANCE PERIOD is July 1, 2022 – June 30, 2026.

1. Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
2. Costs incurred after the APPROPRIATION DATE but before OGALS approves the APPLICATION PACKET are eligible if they are consistent with the GRANT SCOPE approved by OGALS and are ELIGIBLE COSTS.

II. Grant Process

Grant Process Key Dates

- Grant Performance Period: July 1, 2022 – June 30, 2026
- Resolution: Submit by December 31, 2023
- Contract: Sign and return by January 31, 2024
- Projects Complete by December 31, 2025
- Project Completion Packets: Submit by: January 31, 2026

Grant Process Detail

1. **Resolution:** APPLICANT sends resolution to OGALS by December 31, 2023, to allow approval within the CONTRACT ENCUMBRANCE PERIOD, which ends June 30, 2024.
2. **CONTRACT:** OGALS sends CONTRACT to APPLICANT. APPLICANT becomes GRANTEE when CONTRACT is fully executed during CONTRACT ENCUMBRANCE PERIOD.
 - a. The CONTRACT section includes a sample contract and the contract provisions.
 - b. The APPLICANT must return the CONTRACT signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than January 31, 2024. The APPLICANT becomes a GRANTEE when the CONTRACT is signed by OGALS.
 - c. OGALS returns a copy of the fully executed CONTRACT to the GRANTEE.
3. **APPLICATION PACKET(s):** The GRANTEE defines the 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.

After each PROJECT is approved by OGALS, OGALS will send a Status Report to the GRANTEE approximately every six months until OGALS receives a PROJECT COMPLETION PACKET. The GRANTEE must return the Status Report within thirty

(30) days from receipt. Payment requests will not be processed if Status Reports are overdue.

4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. OGALS recommends that GRANTEE provide all PROJECT COMPLETION PACKET(S) no later than **January 31, 2026**. The grant payments section provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS. GRANT funds may only be expended on ELIGIBLE COSTS incurred within the GRANT PERFORMANCE PERIOD.
 - b. The GRANTEE completes PROJECT SCOPE(s) and sends PROJECT COMPLETION PACKET(s) to OGALS no later than January 31, 2026.
 - c. The State of California receives a high volume of payment requests at the end of the fiscal year. If the PROJECT COMPLETION PACKET is received after January 31, 2026, OGALS cannot guarantee final payment by the State Controller's Office. If the State Controller's Office is unable to process the payment before the end of the GRANT PERFORMANCE PERIOD, the unpaid balance of grant funds will revert to the Legislature.
 - 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 when conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following receipt of the final GRANT payment. The Accounting and Audit Section provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications 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 how 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. It 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.

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

Resolution Form

Resolution No: _____

RESOLUTION OF THE _____ (Title of Governing Body/City Council, Board of Supervisors) OF _____ (City, County, or District) APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS from Budget Act 2022/23 (Budget line item and language)

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

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

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

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

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

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

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____ (grantee's governing body) following a roll call vote:

Ayes:
Noes:
Absent:

(Clerk)

III. APPLICATION SECTION

- GRANTEE may submit multiple APPLICATION PACKETS to OGALS.
- Provide the APPLICATION PACKET items in the order shown in the following checklist.
- Please number the pages.
- If a checklist item is not applicable to the PROJECT, provide a brief explanation.
- If an application item is incomplete send a draft with a timeline for completion.

Application packet checklist and directions

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 #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 8		Pg. _____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 11	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Project Scope/Cost Estimate Digital file name: costestimate.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 13		
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 14	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 17	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 9		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 9		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 9		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	PROJECT Location Map Digital file name: map.pdf	Pg. 9		Pg. _____

Site Plan

- Provide a drawing showing where each feature and support amenity listed in the Project Scope/Cost Estimate Form will be located.
- Include the function and approximate square footage of each room within buildings that are part of the project SCOPE, and the approximate total square footage of the buildings.

 Land Tenure and Site Control

If the property is owned in fee simple by the APPLICANT, provide *one* of the following:

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

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

 Sub-leases or Agreements

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

 California Environmental Quality Act (CEQA)

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

- If CEQA *is* complete: provide the CEQA Compliance Certification Form and its required attachment, filed and stamped by the County Recorder.
- If CEQA is *not* complete: provide a timeline for completion and state "completing CEQA is a Project Scope Item."

 PROJECT Location Map

Provide a map showing highway and street access to the PROJECT site.

Additional Non-Profit Requirements

Fidelity Bond (For Non-profit grantees only)

Non-profit GRANTEES must provide a copy of a current Fidelity Bond policy to their PROJECT OFFICERS before OGALS will approve any payment requests. The premium for a Fidelity Bond is an eligible cost.

A Fidelity Bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The GRANTEE is the insured party. DPR must be named as a Third-Party Loss Payee. OGALS address is State of California, Dept. of Parks and Recreation, P.O. Box 942896, Floor 13, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

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

GRANTEES may obtain the Fidelity Bond through a general liability carrier, a major casualty insurance carrier, or a bonds specialty company. There are [Fidelity Bond frequently asked questions](#) available on the OGALS web site.

Competitive Solicitation Process (For non-profit grantees only)

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

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

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

Competitive Solicitation Requirement

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



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

Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) (Use latitude and longitude if there is no street address)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
APPLICANT NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (<i>typed or printed</i>) and Title	Email address
Phone	
GRANT CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)	
Name (<i>typed or printed</i>) and Title	Email address
Phone	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Project Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name _____	
Title _____	



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

Grantee Name: _____

Project Name: _____

PROJECTS funded by the program are not complete until all SCOPE items are complete and open to the public.

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

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

Anticipated completion date: _____

List all funds that will be used:

Funding source	Date Committed	Amount
State of California 2022-23 Budget Act	July 1, 2022	\$

I represent and warrant that I have fully authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this Funding Sources Form, 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

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



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

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? Yes No Is completing CEQA a PROJECT SCOPE item? Yes No

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

_____ **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
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Development Projects

Development Project Rules

1. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
2. 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.
3. 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 – incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA and/or environmental review
- 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
- 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

- 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

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 hours worked 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 actual hours worked 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.

Acquisition Projects and 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. GRANTEE must provide Title Insurance.

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 [**NAME**] 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

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

6. 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: 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
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land
- Surveying and/or lot line adjustments
- CEQA and/or environmental review

Ineligible Acquisition Costs – Cannot be charged to the grant

- 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

IV. CONTRACT SECTION

The following section contains a sample CONTRACT, CONTRACT provisions, and a sample status report form.

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

**Grant Contract
 Specified Grants**

GRANTEE: **Grantee**

GRANT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

CONTRACT PERFORMANCE PERIOD is from July 1, 2022 through June 30, 2026

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

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

Total State grant amount not to exceed \$ **Grant amount**

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

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

 GRANTEE

By _____
 (Typed or printed name of Authorized Representative)

 (Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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

I. RECITALS

This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [Name of grantee] (hereinafter referred to as "grantee").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$[grant amount], subject to the terms and conditions of this AGREEMENT and the [2022-2023 California State Budget, AB 178, Chapter 45, Statutes of 2022, as amended by AB 179, Chapter 249, Section 19.56 Item number – 3790-493-0001] (appropriation chapter and budget item number hereinafter referred to as "SPECIFIED GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 2022 to June 30, 2026.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program PROCEDURAL GUIDE requirements.
2. The term "CONTRACT PERFORMANCE PERIOD" means the duration of time during which this CONTRACT is in effect.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time during which eligible costs may be incurred by the GRANTEE and paid for by the DEPARTMENT, as specified in the fully executed CONTRACT.
7. The term "GRANT PROJECT" means all real estate, leases, subleases, buildings, and other property acquired or developed with GRANT monies.
8. The term "PROJECT SCOPE" means the items listed in the PROJECT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
9. The term "PROCEDURAL GUIDE" means the document identified as the "2022-23 Procedural Guide for Specified Grants." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

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

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

C. Project Costs

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

D. Project Administration

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

GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.

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

E. Project Termination

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

F. Budget Contingency Clause

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

G. Hold Harmless

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

H. Financial Records

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

I. Use of Facilities

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

J. Nondiscrimination

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

K. Severability

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

L. Liability

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

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any *State Grants (Grantee)*. *Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.*

GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Status Report

To monitor progress, every six months OGALS will send Status Reports to GRANTEE to complete for each PROJECT. GRANTEE must return Status Reports to OGALS within thirty days from receipt. This requirement continues until OGALS receives GRANT COMPLETION PACKETS. Payment requests will not be processed if Status Reports are overdue. See the sample Status Report below, which is subject to change.

Status Report

Grantee:

Project Number:

Project Name:

Advances to date without documentation (attach a Grant Expenditure Form documenting expenditure of the balance, if applicable):

If a portion of the advanced funds have not been spent, and more than six months have passed since the Grantee received the advanced funds, the balance must be spent on eligible costs or returned to OGALS within 60 days from receipt of this form.

Briefly describe completed work funded by the grant since the last Status Report [DATE]:
(Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc.):

1) _____

Acquisition and/or Construction -- and Provide photos showing work completed since [DATE]

2) _____

Potential Obstacles Affecting Completion

3) _____

4) Total Funds Spent To Date Using This Grant \$ _____

5) Percentage of Project Complete: _____

6) Estimated Date of Project Completion: _____

7) On Time: Yes / No If not, explain:

8) Within Budget: Yes / No If not, explain:

9) Within Scope: Yes / No If not, explain:

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* _____ **Title** _____ **Date**

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

V. Grant Payment Section

There are three types of payments:

- Pre-construction and Construction Reimbursement payments
- ADVANCE payments for construction and ACQUISITION ADVANCES into escrow
- Final payments

Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE eight to ten weeks from the date the request is approved by OGALS.

OGALS will not approve payment requests that do not meet the requirements described in this GRANT ADMINISTRATION GUIDE.

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 Rules
<ul style="list-style-type: none"> • GRANT payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final payment as a REIMBURSEMENT. • The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than \$10,000 are encouraged. • Complete CEQA prior to requesting any reimbursement. • Provide a sample timesheet to the PROJECT OFFICER prior to incurring any IN-HOUSE EMPLOYEE SERVICES costs, AND if claiming such costs, provide a sample timesheet with each reimbursement payment request. • Provide (1) a list of the bidders; (2) the recommendation and/or notice of award made by the governing board; and (3) the resulting signed contract agreement to the PROJECT OFFICER PRIOR to requesting reimbursement for costs on contracts requiring a competitive solicitation or bidding process. • Provide construction progress photos with all construction payment requests.

Pre-construction Reimbursement

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

Construction Reimbursement

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
REIMBURSEMENT of up to 80% of PROJECT amount before final payment	After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE	<ul style="list-style-type: none"> • Payment Request Form • Grant Expenditure Form • Timesheet sample, if applicable • Construction progress photos • If payment request includes reimbursement to contractor/service providers, Competitive Solicitation documentation

Advance Payments

ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months. ADVANCE funds, and any interest earned on those funds, must be spent with six months of receipt, or returned to OGALS. ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments to be a privilege and reserves the right to disapprove ADVANCE payments.

Pre-construction Advance

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

Construction Advance

Payment Type	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(S) up to 50% of PROJECT amount	After the GRANT CONTRACT has been ENCUMBERED, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Copy of signed construction contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES labor schedule.

Advance Justification

An ADVANCE justification is required for an ADVANCE. It must provide the following information:

- Why an ADVANCE is needed instead of a reimbursement.
- 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 or name of contractor).
- A funding plan, indicating how the GRANTEE intends to fund the percentage of the PROJECT exceeding the 50% advance limit.
- A statement indicating the GRANTEE will put the funds into a separate, interest-bearing account.

OGALS may not approve the total amount of the requested ADVANCE payment if the requested funds will not be spent within six months from the date that the payment request is submitted by the GRANTEE.

Clearing the Advance

ADVANCES must be cleared with six months of receipt. An ADVANCE is cleared by submitting:

- A Grant Expenditure Form documenting expenditures on eligible costs equal to the ADVANCE amount plus any earned interest.
- Photos of any construction completed with the ADVANCE funds (for construction ADVANCES).

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the acquisition amount	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 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
 - 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 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." The GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.

3. Payment Request Form: the "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person.

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 or Interest

The balance of unspent GRANT funds must be returned to OGALS no later than thirty days after the end of the six-month ADVANCE period. OGALS will then return the GRANT funds to the CONTRACT balance. OGALS cannot return interest to the CONTRACT balance.

If interest was earned on the ADVANCED funds, interest must be spent on ELIGIBLE COSTS, and the unspent GRANT funds returned to OGALS.

Subsequent Payments

Any outstanding ADVANCE payments must be cleared before *any* additional reimbursements or ADVANCE 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 items 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. 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.

Final Payments / Project Completion Packets

OGALS recommends all PROJECT COMPLETION PACKETS be submitted by January 31, 2026.

The final payment (20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET and additional required documents in the charts below.
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

Project Completion Packet

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

1. Payment Request Form (pg. 33)
2. Grant Expenditure Form (pg. 35)
3. Final Funding Sources Form (if any changes from original submission) (pg. 13)
4. Project Completion Certification Form (pg. 36)

5. Completed CEQA, if not already provided (pg. 14)
6. Notice of Completion (optional)²
7. Audit Checklist with items marked that the GRANTEE will retain for five years following receipt of final payment (pg. 38)

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. Final Escrow Closing Statement

² OGALS recommends that the GRANTEE file a "Notice of Completion" with the County Recorder pursuant to State of California Civil Code §3093. Filing the "Notice of Completion" is not a PROJECT COMPLETION requirement.

Payment Request Form

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

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER

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

Payment Request Form Instructions

- Visit Grant Forms (ca.gov) for current forms
- Type or print legibly all entries
- Round all amounts to the nearest whole dollar

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

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

Grant Expenditure Form

PROJECT Number _____ **GRANTEE NAME** _____

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

PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

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

List only ELIGIBLE COSTS charged to the GRANT.

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

If 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, the date that the work was performed may be used.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity performing work.

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

Column (5) PRE-CONSTRUCTION costs.

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

Visit [Grant Forms \(ca.gov\)](http://GrantForms.ca.gov) for current forms.

GRANTEES may use their own spreadsheet if it contains the required information shown above.

Project Completion Certification Form

Grantee: _____ Project Number: _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

Project completion – list the features and support amenities (use additional pages, if needed):

List other funds (sources and amounts) used on Project (use additional pages, if needed):

Interest earned on advanced Grant funds: \$ _____

Interest spent on eligible costs: \$ _____

Did the grantee file a “Notice of Completion” with the County Recorder? Yes ___ No ___

Certification:

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

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

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

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

Grantee's Authorized Representative
(Printed or Typed name)

Title

Grantee's Authorized Representative (Signature)

Date

VI. ACCOUNTING AND AUDIT SECTION

Contact the DPR Audits Office for questions about the following requirements.

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- 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 EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

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

State Audit

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

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

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

Audit Checklist

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

CONTRACTS

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

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 (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

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

INTEREST

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

AGREEMENT/CONTRACTS

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

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

** Front and back if copied.

VII. DEFINITIONS

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

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

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with DPR and is identified as a GRANT recipient through a legislatively specified budget line item.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions.

APPROPRIATION DATE – July 1 of the State of California fiscal year when the funding of State budget line items is approved by the legislature. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

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

CEQA – the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the entities' proposed PROJECT. For more information refer to <https://opr.ca.gov/ceqa/>

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 – an agreement between the DPR and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, payment of funds by DPR, and requirements for maintenance and use of the PROJECT.

CONTRACT ENCUMBRANCE PERIOD – the time starting with the APPROPRIATION DATE, when a CONTRACT must be fully executed between the GRANTEE and DPR to encumber the GRANT funds.

CONTRACT PERFORMANCE PERIOD – the period during which the grantee has obligations under the contract.

DEVELOPMENT – construction, installation, replacement, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

ELIGIBLE COSTS – expenses incurred during the grant performance period to complete the SCOPE approved by OGALS through an encumbered contract.

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 SCOPE.

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

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

PROJECT – the recreation features and support amenities listed in the Project SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the features and support amenities listed in the Project SCOPE/Cost Estimate Form are complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents required in order to request final payment following PROJECT COMPLETION

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

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