AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon property posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 7, 2011 – 5:00 P.M.

Next Resolution # 4723
Next Ordinance # 1461

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -2- matters

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
2. NSA Construction vs. City of El Segundo, LASC Case No. BC438182

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0-
Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) -0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -5- matters

1. Represented Group: Police Support Services Employees Association (PSSEA)
   Negotiators: Doug Willmore, City Manager
               Deborah Cullen, Finance Director
               Richard Kreisler

2. Represented Group: City Employees Association (CEA)
   Negotiators: Doug Willmore, City Manager
               Deborah Cullen, Finance Director
               Richard Kreisler
3. Represented Group: Firefighters Association (FFA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

4. Represented Group: Police Officers Association (POA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

5. Represented Group: Police Managers Association (PMA)
   Negotiators: Doug Willmore, City Manager
                Deborah Cullen, Finance Director
                Richard Kreisler

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters
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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 7, 2011 - 7:00 P.M.

Next Resolution # 4723
Next Ordinance # 1461

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Scott Lambert, Hilltop Church of Christ

PLEDGE OF ALLEGIANCE – Council Member Bill Fisher
PRESENTATIONS

A. Commendation to the 1st place art winner of the 36th Congressional District.

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

1. Warrant Numbers 2582356 to 2582669 on Register No. 16 in the total amount of $1,006,100.31 and Wire Transfers from 5/6/11 through 5/26/11 in the total amount of $2,733,057.19.

Recommendation – Approve Warrant Demand Registers and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.
2. **Regular City Council Meeting Minutes of May 17, 2011.**
Recommendation – Approval.

3. Consideration and possible action regarding the acceptance of $8,550 in grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2010 State Homeland Security Grant Programs (SHSGP) to pursue radio programming for public safety services.
   **(Fiscal Impact: $8,550)**
   Recommendation – (1) Authorize the acceptance of $8,550 in grant funds from the SHSGP 2010 grant program; (2) Authorize the City Manager to sign an Agreement with the County of Los Angeles who will serve as grant administrator for the grant; (3) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action regarding adoption of Plans and Specifications for Installation of Computer Network Equipment (conduits and appurtenances for future I-Net connection) for non-City Hall City Facilities. Project No. PW 10-08. Approved Capital Improvement Project.
   **(Fiscal Impact: $230,000)**
   Recommendation – (1) Adopt Plans and Specifications; (2) Authorize staff to advertise the project for receipt of construction bids; (3) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action regarding a one-year renewal of the cost sharing agreement with Beach Cities Transit (BCT) for operation of Transit Line 109 for FY11/12, in conjunction with the cities of Hermosa Beach, Redondo Beach, and Manhattan Beach.
   **(Fiscal Impact: $60,006 for FY11/12 Proposition C funds)**
   Recommendation – (1) Approve the one-year renewal of the cost sharing agreement with BCT for operation of Transit Line 109; (2) Authorize the City Manager to execute Transit Service Operation Agreement in a form approved by the City Attorney; (3) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding the two-year Interagency Agreement for the Municipal Area Express (MAX) commuter bus service.
   **(Fiscal Impact: FY11/12 $39,841 from Prop A Funds; FY12/13 Undetermined)**
   Recommendation - (1) Approve the two-year participation and contribution to the Municipal Area Express (MAX) commuter bus service; (2) Authorize the Mayor to execute the Interagency Agreement in a form approved by the City Attorney; (3) Alternatively, discuss and take other action related to this item.
7. Consideration and possible action regarding 1) Approval of a new Class Specification for the at-will position of Senior Executive Assistant; and 2) Adoption of a Resolution establishing the basic monthly salary range for Senior Executive Assistant; and 3) Introduction of an Ordinance amending El Segundo Municipal Code § 1-6-4 Regarding Employment Exclusions from Civil Service. (Fiscal Impact: Included in Adopted Budget)

Recommendation – (1) Approve the proposed Class Specification; (2) Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Senior Executive Assistant; (3) Introduce and Waive the First Reading of the Ordinance; (4) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action regarding the approval of a second amendment to an existing Professional Services Agreement with Willdan to increase the amount of the agreement by $57,160 for developer reimbursed planning services for the 540 East Imperial Avenue School Site Project for the El Segundo Unified School District ($50,000); developer reimbursed planning services for the Scooters Jungle Project ($2,160); and for the Housing Element funded by the General Plan Mainteneance Fund ($5,000). (Fiscal Impact: $57,160)

Recommendation – (1) Authorize the City Manager to execute a second amendment to an existing Professional Services Agreement to increase the funding by $57,160 approved as to form by the City Attorney; (2) Alternatively, discuss and take other action.

9. Consideration and possible action to approve an amendment, in a form approved by the City Attorney, to Public Works Contract No. 4132 with Kalban, Inc. The amendment would add items to the original scope for construction of a new concrete block wall around the landscape area adjacent to the plaza at Campus El Segundo. Project No. PW 11-01. (Fiscal Impact: $24,300)

Recommendation – (1) Authorize the City Manager, or designee, to execute an amendment, in a form approved by the City Attorney, to Contract No. 4132 with Kalban, Inc. for an amount not to exceed $24,300; (2) Alternatively, discuss and take other action

CALL ITEMS FROM CONSENT AGENDA
F. NEW BUSINESS

10. Consideration and possible action regarding the Resolution to approve the filing of the grant application for the California Proposition 84 Statewide Park Program for the proposed project at Acacia Park.
   (Fiscal Impact: None)
   Recommendation — (1) Approve the resolution to file the grant application and comply with the rules and regulations set forth within the resolution and the Grant Administration Guide; (2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding the Resolution to approve the filing of the grant application and identify additional funding sources required by the California Proposition 84 Statewide Park Program Grant for the proposed project at the Urho Saari Swim Stadium.
   (Fiscal Impact: FY 10-11 $0; FY 11-12: estimated $700,000 from Aquatics Trust Fund).
   Recommendation — (1) Approve the use of available balance in the designated Aquatics Trust account. Funds will be utilized for costs that exceed the requested $5 million pending grant award; (2) Approve the resolution to file the grant application; (3) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

12. Consideration and possible action regarding Council consensus to cancel the July 5, 2011 City Council Meeting. (Fiscal Impact: None)
   Recommendation - (1) Approve cancellation of the July 5, 2011 City Council Meeting; (2) Alternatively, discuss and take other action related to this item.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

   Council Member Fuentes –
Council Member Brann –

13. Consideration and possible action regarding implementing a yearly evaluation of the City Manager and City Attorney by the City Council.  
(Fiscal Impact: None)  
Recommendation - (1) Implement a yearly evaluation of the City Manager and City Attorney by the City Council; (2) Alternatively, discuss and take other action related to this item.

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –

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MEMORIALS –

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §§54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED: 6-1-11

DATE:

TIME: 1:15 pm

NAME: Cathy Pomer
Certificate of Commendation

The Mayor and Members of the City Council of the City of El Segundo, California
On this 7th day of June, 2011

Hereby Commend

Hillary Griffin

In recognition of having been awarded the First Place honor at the 2011 Congressional Art Competition, for your submission titled “Sprouts”.

Mayor Eric K. Brache

Mayor Pro Tem Bill Fisher
Council Member Don Brennan

Council Member Carl Jacobson
Council Member Suzanne Fuentes
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**Total Warrants:** 1,000
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 5/6/11 THROUGH 05/26/11

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**DATE OF RATIFICATION: 06/07/11**

**TOTAL PAYMENTS BY WIRE:** 2,733,057.19

Certified as to the accuracy of the wire transfers by:

- **Deborah Jeffreis**, Director of Finance, [Signature] 5/11/11
- **Mara J. Kobriz**, Deputy City Treasurer, [Signature] 5/25/11
- **Willie Russell**, City Manager, [Signature] 6/1/11

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 17, 2011 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 5:01 p.m.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Absent - recused himself from participation
Council Member Fuentes - Present
Council Member Jacobson - Present

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SPECIAL ORDER OF BUSINESS:

Mark Hensley, City Attorney, announced that Council would be meeting in closed session pursuant to the items listed on the agenda and that the Government Code §54956.9(c) item was related to initiation of litigation against Thomas Properties Group and Wiseburn School District regarding the Corporate Burn Campus site.

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -2- matters

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
NSA Construction vs. City of El Segundo, LASC Case No. BC438182

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -0-
Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 17, 2011 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 7:00 p.m.

INVOCATION – Pastor Mark Stepp, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson

PRESENTATIONS

a. Council Member Brann presented a Proclamation, announcing the 2011 Senior Citizen of the Year Polly Price and Elderfest.

b. Mayor Pro Tem Fisher presented a Proclamation to Stephanie Katsouleas, Public Works Director, announcing Public Works Week.

c. Ellen Cunningham, Senior Librarian, gave a presentation about the upcoming Author Fair on June 5, 2011 at the El Segundo Library.


ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Present

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Ron Swanson, resident, spoke on behalf of the El Segundo Educational Foundation, regarding an upcoming Foundation Event, the Grand Re-Opening of the El Segundo High School Theater on October 1st.
Marc Rener, resident, spoke regarding Item No. 10, redistricting, Item No. 7, street sweeping contract, and recent Fire Department Open House.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Jacobson, to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to increase Golf Course and Driving Range fees at The Lakes at El Segundo Golf Course, as recommended by the Golf Course Subcommittee. (Fiscal Impact: Estimated Annual Revenue Increase of $75,000-$100,000 to Golf Course Enterprise Fund)

Mayor Busch stated that this was the time and place to conduct a public hearing to consider adoption of a resolution to approve the proposed Golf Course and Driving Range fee increases at The Lakes at El Segundo Golf Course, as recommended by the Golf Course Subcommittee. (Fiscal Impact: Estimated Annual Revenue Increase of $75,000-$100,000 to Golf Course Enterprise Fund)

Deputy City Clerk Domann stated that proper notice had been given in a timely manner and that no written communication has been received in the City Clerk's Office.

Bob Cummings, Recreation and Parks Director, gave a report.

Marc Rener, resident, spoke, in favor of the proposed increase of golf course fees.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0.

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 4718

A RESOLUTION ADOPTING NEW FEES PURSUANT TO ESMC § 9-8-6 FOR THE EL SEGUNDO PARKS AND RECREATION DEPARTMENT TO RECOVER COSTS INCURRED FROM PROVIDING VARIOUS PUBLIC SERVICES.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Jacobson to adopt Resolution No. 4718 adopting new fees pursuant to ESMC § 9-8-6 for the El Segundo Parks and Recreation Department to recover costs incurred from providing various public Services at The Lakes at El Segundo Golf Course. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
2. Consideration and possible action to increase the participation fee for Non-Residents in the drop-in Swimnastics Program at Urho Saari Swim Stadium from $1.00 to $3.00. (Fiscal Impact: Estimated Increased Revenues from $1,500 to $4,500 Annually)

Mayor Busch stated that this was the time and place to conduct a public hearing to consider adoption of a resolution to increase the participation fee for Non-Residents in the drop-in Swimnastics Program at Urho Saari Swim Stadium from $1.00 to $3.00.

Deputy City Clerk Domann stated that proper notice had been given in a timely manner and that no written communication has been received in the City Clerk's Office.

Bob Cummings, Recreation and Parks Director, gave a report.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to close the public hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 4719

A RESOLUTION ADOPTING NEW FEES PURSUANT TO ESMC § 9-8-6 FOR THE EL SEGUNDO PARKS AND RECREATION DEPARTMENT TO RECOVER COSTS INCURRED FROM PROVIDING VARIOUS PUBLIC SERVICES AT THE URHO SAARI SWIM STADIUM.

MOTION by Council Member Brann, SECONDED by Council Member Jacobson to adopt Resolution No. 4719 adopting new fees pursuant to ESMC § 9-8-6 for the El Segundo Parks and Recreation Department to recover costs incurred from providing various public services at the Urho Saari Swim Stadium. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

3. Approved Warrant Numbers 2582138 to 2582355 on Register No. 15 in the total amount of $494,899.93 and Wire Transfers from 4/22/11 through 5/05/11 in the total amount of $634,643.79. Authorized staff to release. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

5. PULLED FOR DISCUSSION BY MAYOR BUSCH

6. Approved the acceptance of a donation of materials and labor in the amount of $4,235.19 from the Toyota Sports Center for materials and labor to install a roll-on court surface for the inline hockey rink at Recreation Park. (Fiscal Impact: None); adopted Resolution No. 4720 outlining the scope of work; and authorized the City Manager to execute Maintenance Agreement No. 4160 and License Agreement No. 4161 with Toyota Sports Center in a form approved by the City Attorney.

7. Authorized the City Manager to execute Contract Amendment No. 3168 D, in a form as approved by the City Attorney, with Nationwide Environmental Solutions in the amount of $17,476.00 for fiscal years 2010/11 - 2013/14 based on the existing Street Sweeping Contract.

8. Approved the request from the Center Street School Parent Teachers Association (PTA) to waive the banner fee per El Segundo Municipal Code Section 8-8-7 D1. (Fiscal Impact: $178)

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to adopt Consent Agenda Items 3, 4, 6, 7, and 8. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

5. Consideration and possible action to approve the acceptance of a donation from El Segundo resident Alex Fowler to build a decorative garden wall, pull weeds, clean the fire pit, install cement cooking pads and a cement pad to store firewood at Camp Eucalyptus, located at 641 California Street, for his Boy Scout Eagle Project; adopt a resolution to approve the plan for the project; and authorize the City Manager to execute a contract with Alex Fowler and his parent/guardian in a form approved by the City Attorney. Fiscal Impact: None

MOTION by Council Member Jacobson, SECONDED by Council Member Fuentes to the acceptance of a donation from El Segundo resident Alex Fowler to build a decorative garden wall, pull weeds, clean the fire pit, install cement cooking pads and a cement pad to store firewood at Camp Eucalyptus, located at 641 California Street, for his Boy Scout Eagle Project; adopt Resolution No. 4721 to approve the plan for the project; and authorized the City Manager to execute Contract No. 4162 with Alex Fowler and his parent/guardian in a form approved by the City Attorney. MOTION PASSED BY UNANIMOUS VOICE VOTE. 4/0. MAYOR PRO TEM FISHER AND COUNCIL MEMBER BRANN NOT PARTICIPATING DUE TO THE LOCATION OF THEIR RESIDENCES.

F. NEW BUSINESS
9. Consideration and possible action regarding the presentation of fiscal year 2010-2011 Midyear Financial Review and approval of fiscal year 2011-2012 Budget Calendar. (Fiscal Impact: None)

Deborah Cullen, Finance Director, gave a presentation.

Received and filed FY 2010-2011 Midyear Financial staff report. Directed staff to proceed with Fiscal Year 2011-2012 Budget Calendar. (SEE ATTACHED BUDGET CALENDAR)

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY – Announced that Council, in closed session, authorized two separate actions by 4/0 vote. Council Member Brann recused himself from participation. The first was to take all necessary legal actions against TPG El Segundo Partners to protect the City’s interest in the existing Development Agreement and impacts arising from the proposed sale of property to Wiseburn School District and the second was to take all necessary legal action against Wiseburn School District with regard to the proposed purchase of the property from TPG El Segundo Partners. Both items relate to the Corporate Campus Project and the Development Agreement the City has with regard to the property.

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – Spoke on recent Medal of Valor Awards Ceremony, Hometown Fair, CERT Association Meeting, Hyperion Meeting, and El Segundo High School Field and Theater Upgrades, and other upcoming events in El Segundo.

Council Member Brann – Announced Western Swing Music Concert on Saturday, 2:00 p.m. at the El Segundo Library. He also thanked Chevron for their donation to the Manhattan Beach Round House Aquarium.

Council Member Jacobson –

10. Consideration and possible action to adopt a resolution recommending to the Citizen’s Redistricting Commission that the Commission treat the South Bay Beach Cities of Los Angeles County as a community of interest and make every effort to keep the South Bay Beach Cities within the same district for drawing State Assembly, State Senate and Congressional District boundaries. (Fiscal Impact: None)

Mark Hensley, City Attorney, read by title only:
RESOLUTION NO. 4722

A RESOLUTION RECOMMENDING TO THE CITIZEN'S REDISTRICTING COMMISSION THAT THE COMMISSION TREAT THE SOUTH BAY BEACH CITIES OF LOS ANGELES COUNTY AS A COMMUNITY OF INTEREST AND MAKE EVERY EFFORT TO KEEP SOUTH BAY BEACH CITIES WITHIN THE SAME DISTRICT FOR DRAWING STATE ASSEMBLY, STATE SENATE, AND CONGRESSIONAL DISTRICT BOUNDARIES.

MOTION by Council Member Jacobson, SECONDED by Council Member Fuentes to adopt Resolution No. 4722 recommending to the Citizen's Redistricting Commission that the Commission treat the South Bay Beach Cities of Los Angeles County as a community of interest and make every effort to keep the South Bay Beach Cities within the same district for drawing State Assembly, State Senate and Congressional District boundaries. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: MAYOR BUSCH, MAYOR PRO TEM FISHER, COUNCIL MEMBERS FUENTES AND JACOBSON; NOES: COUNCIL MEMBER BRANN. 4/1

Council Member Jacobson congratulated Medal of Valor recipients. Announced Super CPR Saturday.

Mayor Pro Tem Fisher – Congratulated Medal of Valor recipients. Spoke on High School Field and Auditorium tour conducted today.

Mayor Busch – Requested staff return to the next Council meeting with an update on the Residential Trash contract. Spoke on El Segundo High School renovations and Hometown Fair.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Marc Rener, resident, spoke against Wiseburn School District building a high school in El Segundo.

MEMORIALS – NONE

CLOSED SESSION – NONE
ADJOURNMENT at 8:25 p.m.

Cathy Domann
Deputy City Clerk
<table>
<thead>
<tr>
<th>Start Date</th>
<th>Due Date</th>
<th>Responsible Department</th>
<th>Description of Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8/2011</td>
<td></td>
<td>City Manager/Finance</td>
<td>City Council Strategic Planning Session</td>
</tr>
<tr>
<td>6/27/2011</td>
<td>6/30/2011</td>
<td>Department Heads</td>
<td>Department budget sessions with the City Manager and Director of Finance to discuss departmental budgets.</td>
</tr>
<tr>
<td>9/22/2011</td>
<td></td>
<td>All Departments</td>
<td>City Council holds a public hearing on the FY 2011-2012 annual operating budget and the FY 2011-2012 through 2015-2016 CIP budget. Budget Adoption. Departments present listing of all contracts &gt;$25,000 to City Council.</td>
</tr>
</tbody>
</table>
AGENDA DESCRIPTION:
Consideration and possible action regarding the acceptance of $8,550 in grant funding from the U.S. Department of Homeland Security, through the Office of Grants and Training, under Fiscal Year 2010 State Homeland Security Grant Programs (SHSGP) to pursue radio programming for public safety services. (Fiscal Impact: $8,550)

RECOMMENDED COUNCIL ACTION:
1. Authorize the acceptance of $8,550 in grant funds from the SHSGP 2010 grant program;
2. Authorize the City Manager to sign an Agreement with the County of Los Angeles who will serve as grant administrator for the grant;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Budget Adjustment Required

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$8,550</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>Yes</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>124-400-3766-6214 Expenditure, Programming $8,550</td>
</tr>
<tr>
<td></td>
<td>124-300-3202-3766 Revenue $8,550</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Lisa LeCates, Sr. Management Analyst
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
The City of El Segundo has been allocated $8,550 in State Homeland Security Grant Program (SHSGP) funding, as part of a regional effort to provide federally mandated radio programming. The grant is funded through the U.S. Department of Homeland Security, which is then passed through the California Office of Emergency Management (CalEMA), and then to the local area through the County of Los Angeles.

Under the SHSGP 2010 program, the City was awarded $8,550 to program its existing radio equipment to comply with the Federal Communications Commission’s (FCC) requirement regarding radio frequencies. The FCC's mandate essentially requires all existing radio frequencies be split into two, which is more commonly known as “Narrowbanding”. The SHSGP 2010 grant award will assist with the cost of programming the Fire Department's portable and mobile radio equipment.
In accordance with the City Council Policy regarding grant submissions:

1. The grant award is made by the U.S. Department of Homeland Security, through the Office of Grants and Training. The grant is administered by the County of Los Angeles and is overseen by the CalEMA.
2. The total amount being requested is: $8,550
3. Matching Funds Cost-Share – n/a
4. Source of Matching Funds Cost Share: n/a
5. The grant does not provide up front funding. Municipalities submit reimbursement requests to the grant administrator after expenditures are made and processed for payment. Approved requests are reimbursed by the County of Los Angeles.
AGENDA DESCRIPTION:

Consideration and possible action regarding adoption of Plans and Specifications for Installation of Computer Network Equipment (conduits and appurtenances for future I-Net connection) for non-City Hall City facilities. Project No. PW 10-08. Approved Capital Improvement Project.
(Fiscal Impact: $230,000)

RECOMMENDED COUNCIL ACTION:

1. Adopt Plans and Specifications.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

| Amount Budgeted:    | $230,000 |
| Additional Appropriation: | No $ |
| Account Number(s):  | 301-400-8201-8497 |

ORIGINATED BY: Arianne Bola, Engineering Associate & Maryam Jonas, Principal Engineer

REVIEWED BY: Stephanie Katsouleas, Public Works Director

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:

Over a period of years, empty 2-inch and 4-inch conduits were installed underneath City streets during other construction projects in anticipation of fiber optically connecting all City facilities. These facilities are currently connect via cable are adequate for basic email connectivity but have limited capabilities to accept large files or support newer technology systems such as GIS. The fiber project will provide significantly faster connection, increase overall system reliability and allow for expanded networking opportunities. It is also needed to roll out the City’s new voice over internet protocol (VOIP) phones to non-City Hall facilities.

The proposed project will: 1) verify the usability of the existing conduits, 2) identify the gaps and missing links in the conduit to reach all City facilities and 3) install new 2-inch and 4-inch PVC conduits to close those conduit gaps such these facilities are ready to be connected. After completion of the conduit installation, the system will be ready for the next phase, fiber optic cabling.
AGENDA DESCRIPTION:

Consideration and possible action regarding a one-year renewal of the cost sharing agreement with Beach Cities Transit (BCT) for operation of Transit Line 109 for FY 11/12, in conjunction with the cities of Hermosa Beach, Redondo Beach, and Manhattan Beach. (Fiscal Impact: $60,006 for FY 11/12 Proposition C funds)

RECOMMENDED COUNCIL ACTION:

1. Approve the one-year renewal of the cost sharing agreement with BCT for operation of Transit Line 109.
2. Authorize the City Manager to execute Transit Service Operation Agreement in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Proposal Letter from Beach Cities Transit
2. Transit Service Operation Agreement between BCT and City

FISCAL IMPACT: $60,006 of Prop C Funds for FY 11/12

<table>
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</thead>
<tbody>
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<td>Additional Appropriation:</td>
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</tr>
<tr>
<td>Account Number(s):</td>
<td>114-400-5293-6206</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Meredith Petit, Recreation Superintendent
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:

Since August 2006, Beach Cities Transit has operated BCT Line 109 from Redondo Beach to the LAX Transit Center, passing through the cities of Hermosa Beach, Manhattan Beach, and El Segundo. In July 2006, these South Bay communities came together to collectively fund a portion of the operating costs for a new BCT Line (designated Line 109), to assume bus service responsibilities in lieu of the discontinued Metropolitan Transportation Authority’s (Metro) Line 439.

BCT, a community-based transit system operated by the City of Redondo Beach, is designated as an ‘included operator’ in Los Angeles County. As such, BCT is eligible to receive funding from Metro to partially fund local transit operating expenses. Despite the fact funding is available through Metro, recent statewide funding reductions to transit agencies have impacted BCT’s allocation, leaving the participating agencies the responsibility to cover the unfunded expenses of operating the service.

Additionally, in the recent past, Metro has jettisoned ‘regionally underperforming’ bus lines, leaving them to be either picked up by local operators or discontinued entirely. Over the past five years, these four South Bay communities have supported the operation and evolution of BCT Line 109 to serve the transit needs of local residents and commuters, as Metro has discontinued routes 439, 124, and 125. Major Line 109 destinations include the LAX City Bus Center, the Aviation Green Line Station, the
Douglas Green Line Station, downtown Manhattan Beach, downtown El Segundo, the Hermosa Beach Pier, the Redondo Beach Pier, and Riviera Village.

In July 2010 the City Council approved a one-year agreement (July 1, 2010 through June 30, 2011) to continue supporting a proportional share of the operational costs of the BCT Line 109. At that time, the City Council also requested that additional operational statistics be provided in the future to show the benefit of the service to the community. The total FY10/11 financial commitment was $66,289, and was funded through Proposition C Funds.

To suffice the requests of the participating agencies last July, the City of Redondo Beach released a Request for Proposal for a Comprehensive Operational Analysis of the BCT Program. After awarding the contract to Dan Boyle and Associates in early 2011, a final report is scheduled to be released in the coming weeks. A comprehensive operational analysis provides a detailed description of a transit system at a given point in time. It involves a substantial data collection effort, analysis that converts the raw data into useful information, and an assessment of potential improvements to the transit network to enhance mobility and efficiency.

For the purposes of decision-making, some preliminary information has been provided by the consultant:

- On-board survey results indicate that BCT riders are using transit primarily for work and school trips: work is the most common trip purpose on weekdays and weekends.
- Riders are more likely to live in Redondo Beach or El Segundo, although BCT attracts riders from 123 different zip codes.
- Most riders walk to and from their origin and destination, and many riders transfer to or from other buses or the Metro Green Line.
- Line 109 is the most “regional” route in the BCT network due to its length and its connections. Average trip lengths are relatively short, suggesting that few passengers ride the length of the route. Most riders appear to use the Line to reach nearby destinations or regional transit connections.
- Survey statistics show that El Segundo residents, 16.2% of riders, are the majority of passengers who ride BCT Line 109. Redondo Beach is 8.1%, Manhattan Beach 4.5%, and Hermosa Beach is 3.6%.
- The segment between Main Street & Holly/Grand Avenue and Aviation Station has the greatest passenger activity. There is also significant ridership northbound between Hermosa Avenue & 10th Street and Douglas Station, especially in the midday and afternoon. Ridership is highest during the midday.
- The most productive segment on weekdays is southbound between Aviation Station and Main Street & Grand Avenue in the morning, with 40.3 boardings per revenue hour.
- The most productive segment on weekends is southbound between Aviation Station and Main Street & Grant Avenue in the evening, with 37.8 boardings per revenue hour on Saturday and 28.0 boardings per revenue hour on Sunday.

BCT is requesting the City of El Segundo approve another one-year agreement to participate in Line 109, to continue to improve the service and serve the communities' residents, businesses, and employers. Staff will continue to work cooperatively with the participating agencies to identify and implement marketing strategies and service modifications as deemed necessary. Due to increased funds received from Metro and other funding sources, the proportional share for FY11/12 is $60,006.
April 14, 2011

Meredith Petit
Recreation Superintendent
City of El Segundo
350 Main Street
El Segundo, CA 90245

Re: Beach Cities Transit Line 109 Cost Sharing Contribution FY 2011-12

Dear Ms. Petit,

It has been a pleasure working with you and Ms. Ramos this past year as we improve our cooperative team efforts for the success of Beach Cities Transit (BCT) Line 109. I appreciate your time, contributions, and commitment to the success of the service.

Over the past nine months the Cities have been involved with improving BCT public information and promoting the service to the Beach Cities communities. Our continued joint efforts are critical to achieving our regulatory compliance regarding environmental sustainability and the reduction of our communities’ carbon footprint. Additionally our efforts can play a key role in the Beach Cities Vitality City Initiative.

In March 2011, Metro issued preliminary transit fundmarks that reflect an increase in the fund estimates for FY 2011-12 for transit operators. The BCT Line 109 contribution from the beach cities is estimated to be lower in than FY 2010-11; however State Budget issues that affect transportation funding under the State Transit Fund (STA) account will likely not be available in FY 2011-12. As a result, the net contribution amount for FY 11-12 for the City of El Segundo is estimated to be $60,006, slightly less than FY 2010-11 estimates. Attached is a brief summary of the BCT Line 109 service and cost projections for FY 2011-12.

We would like to finalize the BCT Line 109 renewal agreement by June 15, 2011, with all parties obtaining approval of the cost sharing agreement by their respective City Councils by May 31, 2011. I will contact you next week to coordinate the agreement process. If you have any questions, please contact me at (310) 318-0631, ext. 2670. Thank you for your prompt attention.

Sincerely,

Joyce Rooney, Transit Operations and Transportation Facilities Manager

CC: Bob Cummings, Director of Recreation & Parks, El Segundo
Pete Carmichael, Harbor, Business & Transit Director, Redondo Beach
BCT Line 109

Service Statistics & Operating Information

The service expansions implemented in June 2009 have significantly increased ridership on the BCT Line 109. Ridership has increased nearly 60% since FY 2006-07. Statistics show that BCT Line 109 is a popular route for local commuters, residents and community members. Ridership is expected to continue to increase in future years as development and traffic congestion increases, and implementation of “Green Programs” become more important to the sustainability of the region.

<table>
<thead>
<tr>
<th></th>
<th>FY 06-07 Actual</th>
<th>FY 07-08 Actual</th>
<th>FY 08-09 Actual</th>
<th>FY 09-10 Actual</th>
<th>FY 10-11 Estimated</th>
<th>FY 11-12 Estimated</th>
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<tbody>
<tr>
<td>Service Hours</td>
<td>14,833</td>
<td>16,628</td>
<td>16,663</td>
<td>19,317</td>
<td>19,147</td>
<td>19,145</td>
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<tr>
<td>Operating Cost</td>
<td>$796,358</td>
<td>$888,727</td>
<td>$846,106</td>
<td>$1,027,029</td>
<td>$967,450</td>
<td>$987,439</td>
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<tr>
<td>Fare Revenues</td>
<td>$97,646</td>
<td>$137,506</td>
<td>$145,000</td>
<td>$158,190</td>
<td>$150,000</td>
<td>$150,000</td>
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<tr>
<td>Passenger Trips</td>
<td>124,698</td>
<td>174,991</td>
<td>193,350</td>
<td>194,345</td>
<td>195,000</td>
<td>195,000</td>
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</table>

Cost Sharing Investment History FY 2009-10 and FY 2010-11

While fare revenues for BCT Line 109 have increased, formula funding allocations received for operations decreased in Fiscal Years 2009-10 and 2010-11 as a result of the downturn of the economy as Metro’s funding allocation distributions are based on sales tax revenue receipts. Regional funding estimates for FY 2011-12 are projected to increase; however, BCT is still experiencing a funding shortfall.

The investments made by the Cities for Fiscal Year 2010-11 were based on an application of a credit from the overestimated 2009-10 shortfall. The additional funds paid to Redondo Beach, in the amount of $81,127 were credited to the estimated operations shortfall for FY 2010-11.

BCT Line 109 Shortfall Estimates FY 2010-11

<table>
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<tr>
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<th>Estimated Shortfall</th>
<th>$255,074</th>
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<tr>
<td>Cost Sharing credit (FY 2010)</td>
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<td>81,127</td>
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<tr>
<td>Estimated Shortfall Net of Credit</td>
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<td>$173,947</td>
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</table>

Cost Sharing Allocations FY 2010 and FY 2011

<table>
<thead>
<tr>
<th>CITY</th>
<th>% INVESTMENT (avg. route miles/total route miles)</th>
<th>FY 2009-2010 INVESTMENT</th>
<th>FY 2010-11 INVESTMENT</th>
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</thead>
<tbody>
<tr>
<td>Redondo Beach</td>
<td>34.95%</td>
<td>$61,628</td>
<td>$60,800</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>10.89%</td>
<td>32,354</td>
<td>18,940</td>
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<tr>
<td>Manhattan Beach</td>
<td>16.05%</td>
<td>30,043</td>
<td>27,918</td>
</tr>
<tr>
<td>El Segundo</td>
<td>38.11%</td>
<td>72,412</td>
<td>66,289</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
<td>$196,437</td>
<td>$173,947</td>
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</table>
BCT Cost Estimates for FY 2011-12

The expenses included in the cost sharing estimates for BCT Line 109 include the operating expenses incurred from the transit contractor and fuel expenses.

Metro issued the draft transit formula funding allocation fundmarks for FY 2012 on March 23, 2011. Final cost sharing contributions will be determined in April after Metro approves the Formula Funding Allocations for the Municipal Operators. In addition, Metro legislative staff has informed the Municipal Operators that State Transit Assistance (STA) funding may not be available for operations in FY 2011-12 if the final State Budget does not include funding.

Based on the preliminary fund marks, two scenarios for the shortfalls and City contributions are listed in the chart below, base on STA allocations.

### BCT Estimated Cost Sharing Allocations for FY 2011-2012

<table>
<thead>
<tr>
<th>CITY</th>
<th>% OF ROUTE MILES</th>
<th>FY 2010-11 INVESTMENT</th>
<th>FY 2011-12 INVESTMENT (excluding STA Funds)</th>
<th>FY 2011-12 INVESTMENT (including STA Funds)</th>
</tr>
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<tbody>
<tr>
<td>Redondo Beach*</td>
<td>34.95%</td>
<td>$60,800</td>
<td>$ 55,043</td>
<td>$ 36,305</td>
</tr>
<tr>
<td>Hermosa Beach</td>
<td>10.89%</td>
<td>18,940</td>
<td>$ 17,145</td>
<td>$ 11,308</td>
</tr>
<tr>
<td>Manhattan Beach*</td>
<td>16.05%</td>
<td>27,918</td>
<td>$ 25,266</td>
<td>$ 16,664</td>
</tr>
<tr>
<td>El Segundo</td>
<td>38.11%</td>
<td>66,289</td>
<td>$ 60,006</td>
<td>$ 39,578</td>
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<tr>
<td>Total</td>
<td>100%</td>
<td>$173,947</td>
<td>$157,460</td>
<td>$103,855</td>
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</table>

*Revised Mileage (westbound Rosecrans Avenue: Sepulveda Blvd. to Highland Avenue)

**Scenario 1 Assumptions:**
- 19,145 Service Hours
- Estimated increase in annual FAP fund allocations based on preliminary fund marks to cover transit operations expense
- Excludes STA formula fund; State tax extensions are not approved
- Transit Fare Revenues same as FY 2011

**Scenario 2 Assumptions:**
- 19,145 Service Hours
- Estimated increase in annual FAP fund allocations based on preliminary fund marks to cover transit operations expense
- Includes STA formula fund; State tax extensions are approved
- Transit Revenues same as FY 2011
TRANSIT SERVICE OPERATION AGREEMENT

This Transit Service Operation Agreement ("Agreement") is entered into by and between the City of El Segundo ("El Segundo") and the City of Redondo Beach/Beach Cities Transit ("Redondo Beach" or "BCT").

RECITALS

WHEREAS, BCT currently provides transit services on Line 109;

WHEREAS, El Segundo and Redondo Beach previously entered into that certain "Transit Service Operation Agreement" pursuant to which El Segundo provides funding to Redondo Beach for the partial cost of operating Line 109; and

WHEREAS, the current "Transit Service Operation Agreement" expires as of June 30, 2011, and the parties desire to continue such agreement on the terms and conditions set forth below.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TERM
This Agreement shall be effective as of July 1, 2011, and shall have a one (1) year term expiring on June 30, 2012. El Segundo acknowledges that an agreement in similar form to this Agreement will need to be negotiated for continued Line 109 service beyond June 30, 2012. In the event El Segundo intends to discontinue Line 109 service following the expiration of this Agreement, El Segundo agrees that it will make a good-faith effort to notify BCT of its intent to discontinue such service on or before December 30, 2011.

2. SERVICE DESCRIPTION

A. BCT shall operate Line 109 consistent with the map shown in Attachment A, which is attached hereto and by this reference incorporated herein ("Line 109" or the "Service").

B. BCT shall operate Line 109 on the days of the week, spread of service, and frequencies of service equal to or better than that which was operated by BCT immediately prior to the effective date of this Agreement. The service schedule on Line 109 in effect on June 30, 2010, is shown as Attachment B, which is attached hereto and by this reference incorporated herein.

C. BCT may adjust the route and schedule of Line 109; however, any changes or reductions to the Service in excess of 10% shall be brought to the City of El Segundo in writing for review and comment prior to implementation.
D. BCT reserves its rights, at its sole discretion, to enter into contracts for Line 109 service with any other provider of its choice at any time without City of El Segundo approval. BCT shall be responsible for any and all aspects of administration of the service contract, and shall assure that the contract includes provisions pertaining to insurance, age, maintenance and operation of vehicles, driver qualifications and other similar provisions typical of an agreement of that kind.

3. **PASSENGER FARES**
   BCT may charge fares for the Service consistent with their existing fixed-route service. BCT will accept interagency transfers with adjacent transit operators and participate in the EZ Pass Program. BCT shall retain all farebox revenues. BCT Line 109 passenger fare revenues shall be used to offset operation expenses.

4. **FUNDING**
   A. For costs associated with the operation of Line 109, the City of El Segundo shall pay the City of Redondo Beach in accordance with this Section. The City of El Segundo shall not pay BCT for capital costs nor shall the City of El Segundo provide equipment to operate the Service.

   B. Funding from El Segundo shall be $60,006 for fiscal year 2011-12. In no event shall El Segundo’s funding obligation pursuant to this Section 4B exceed the foregoing amount. In the event actual fiscal year 2011-12 Line 109 net operating costs are less than the estimated costs and/or actual 2011-12 net operating revenues are greater than the estimated revenues, all excess funds resulting from any such decreased costs or increased revenues, if any, shall be reconciled and therefore reduce the final 4th quarter invoice amount of the 2011-12 fiscal year.

   C. BCT is responsible for all marketing and promotion of the service. Notwithstanding the foregoing, the City of El Segundo may advertise at its sole expense, but any reference to Beach Cities Transit must be approved in writing by the City of Redondo Beach prior to such reference. Only the Beach Cities Transit logo may be used to advertise or market the service.

5. **REPORTING/INVOICING**
   A. BCT shall report to the City of El Segundo on a quarterly basis, all of the following data for the Line 109 Service:
      - passengers carried
      - revenue hours operated
      - revenue miles operated
      - total operating costs

   B. BCT shall submit said report to the El Segundo City Manager in writing within fifteen (15) days after the end of each report quarter.
C. BCT shall submit quarterly invoices and reporting requirement to the El Segundo City Manager and City of El Segundo shall pay to BCT on a quarterly basis 1/4th of the annual funds to be provided. City of El Segundo shall pay BCT within thirty (30) days of receipt of each quarterly report from BCT. First payment shall be due on November 30, 2011, representing payment for July 1, 2011, through September 30, 2011.

D. BCT shall incorporate Line 109 data into its Federal Transit Administration National Transit Data (NTD) annual report for the entire Beach Cities Transit fixed route transportation system. BCT shall provide to El Segundo annual NTD random sampling data which provides the statistics to estimate the number of passengers boarding and alighting by stop in El Segundo, and the total estimated El Segundo passengers. BCT shall be responsible for any and all aspects of administration of the service contract, and shall include provisions pertaining to insurance.

E. City of El Segundo retains the right to audit the BCT’s records of Line 109 Service, and may periodically monitor the Service.

F. BCT shall schedule quarterly joint meetings with the partnering Cities of El Segundo, Hermosa Beach and Manhattan Beach. BCT will provide a quarterly update of Line 109 services, and discuss coordinated marketing and public outreach efforts and operating and financing issues that affect BCT services.

6. **INSPECTION OF RECORDS**
   BCT records relevant to this Agreement shall be available for inspection by City of El Segundo at all reasonable times for a period of at least three (3) years for each year or after the termination date, whichever comes first.

7. **NON-DISCRIMINATION**
   No person shall on the grounds of race, color, religion, national origin, ancestry, age, sex, physical or mental disability, be excluded from participation in, or be subject to discrimination in the operation of the Line 109 Service.

8. **COORDINATION**
   A. BCT shall coordinate their services, to the extent practical, so that passengers transferring between transit operators will have minimal waiting times. This coordination will require transit agencies to communicate with each other as many weeks as possible in advance of any planned schedule change to these services that may affect passenger transfers.

   B. The El Segundo Project Manager for this project shall be the City Manager or his/her designee. BCT coordinator for this project shall be the Harbor, Business and Transit Director or his/her designee.
9. **WAIVER OF BREACH**
   The waiver of each party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

10. **NOTICES**
    
    **A.** All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

    (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

    (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

    (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

    (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account: notice is effective on delivery, if delivery is confirmed by the delivery service.

    (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

**Beach Cities Transit:**

City of Redondo Beach  
Harbor, Business and Transit Director  
Attention: Line 109  
415 Diamond St.  
Redondo Beach, CA 90277-2836

Fax Number: 310-372-8021
With a copy to:

City Clerk
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277-2836

Fax Number: 310-374-0220

City of El Segundo:

City of El Segundo
City Manager
Attention: Line 109
350 Main Street
El Segundo, CA 90245-3813

Fax Number: 310-322-7137
With a copy to:

City Clerk
City of El Segundo
350 Main Street
El Segundo, CA 90245-3813

Fax Number: 310-615-0529

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

11. SEVERABILITY

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
12. INTEGRATION; AMENDMENT
This Agreement represents the entire understanding of the City of El Segundo and Beach Cities Transit as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

13. INTERPRETATION
The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

14. GOVERNING LAW; JURISDICTION
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

15. COMPLIANCE WITH STATUTES AND REGULATIONS
Beach Cities Transit will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

16. NON-LIABILITY OF THE CITY OF EL SEGUNDO OFFICERS AND EMPLOYEES
No officer or employee of either City will be personally liable to the other, in the event of any default or breach thereunder.

17. INDEMNIFICATION
Redondo Beach hereby agrees to defend, protect, indemnify and hold harmless El Segundo, its officers, employees, elected officials and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney’s fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of Redondo Beach, its agents, servants or employees to perform the services required of Redondo Beach employees under the terms of this Agreement.

El Segundo hereby agrees to defend, protect, indemnify and hold harmless Redondo Beach, its officers, employees, elected officials and members of boards and commissions from and against any and all loss, damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, and judgments, including reasonable attorney’s fees, expert fees and costs of suit arising directly or indirectly from or in any manner related to or in connection with or caused by the performance or failure of El Segundo, its agents, servants or employees to perform the services required of El Segundo employees under the terms of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of ________, 2011.

CITY OF REDONDO BEACH/BEACH CITIES TRANSIT

By: ____________________________________________
    Mike Gin
    Mayor

CITY OF EL SEGUNDO

By: ________________________________
    Doug Willmore
    City Manager

APPROVED AS TO FORM:

Mike Webb, City Attorney

APPROVED AS TO FORM:

Mark D Hensley, City Attorney
By Karl H. Berger, Assistant City Attorney

ATTEST:

Eleanor Manzano, City Clerk

ATTEST:

Cindy Mortesen, City Clerk
Attachment A: Line 109 Map

Revenue Service Mile Calculations

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<th>SB Miles</th>
<th>%</th>
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Revised Revenue Service Miles effective July 2010 (based on service changes effective June 28, 2009)

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<th>Average Miles Per City</th>
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<td>El Segundo</td>
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<td><strong>Total Miles</strong></td>
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EL SEGUNDO CITY COUNCIL  AGENDA ITEM STATEMENT

MEETING DATE: June 7, 2011  AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding the two-year Interagency Agreement for the Municipal Area Express (MAX) commuter bus service. (Fiscal Impact: FY11/12 $39,841 from Prop A Funds; FY12/13 Undetermined)

RECOMMENDED COUNCIL ACTION:

1. Approve the two-year participation and contribution to the Municipal Area Express (MAX) commuter bus service.
2. Authorize the Mayor to execute the Interagency Agreement in a form approved by the City Attorney.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Interagency Agreement for the MAX Commuter Bus Service
2. MAX Operating Budget for FY11/12

FISCAL IMPACT: FY11/12 $39,841; FY12/13 Undetermined

Amount Budgeted: $0
Additional Appropriation: $0
Account Number(s): 112-400-5298-6214 (Proposition A Funds)

ORIGINATED BY: Meredith Petit, Recreation Superintendent
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:

The City of El Segundo has participated in the Municipal Area Express (MAX) commuter transit program since 1991 in cooperation with the cities of Lawndale, Los Angeles, Rancho Palos Verdes, Torrance, Lomita, and the County of Los Angeles. This transit system operates three routes during peak morning and afternoon commuting hours and provides a transportation alternative for South Bay area residents and employees to commute to employment areas east of Sepulveda Blvd. throughout the South Bay and into areas of L.A. County. The MAX provides service to many large El Segundo businesses and the Air Force Base.

The City of Torrance remains the lead agency, while the Policy Steering Committee (PSC) made up of representatives from the participating agencies continues to guide decision making. Historically, the MAX service has been funded through the city’s Proposition A funds, and has registered a savings for FY10/11 due to a recent PSC decision to utilize reserve funds to assist in the operational costs of the final quarter.

Recent developments have modified the MAX service and will become effective July 1, 2011. The City of Rancho Palos Verdes provided notice to not renew their participation in the service, yielding service changes and a redefined cost allocation formula. The MAX route Line 2 which originates in Rancho Palos Verdes will now be truncated to begin service at the bus stop located at Hawthorne Blvd. and
Pacific Coast Highway in the City of Torrance. Furthermore, due to rising cost concerns and the absorption of costs by the remaining jurisdictions, all three routes will further be modified to offer two round-trips per day rather than three, with the ultimate goal of operating more efficiently.

Since its inception, the interagency agreement required the participating agencies to subsidize operational costs on a proportional basis. The City of El Segundo was allocated 8.49% of the costs shared among the agencies; however, the origination of the formula is unknown. El Segundo’s current financial share for FY 10/11 was estimated to be $63,880, with the actual $48,616.

With the departure of Rancho Palos Verdes, the Policy Steering Committee approved a newly developed cost allocation formula that can be deduced using specific data collected on an annual basis that will ensure equity among all participating agencies. The adopted formula calculates each agency’s proportional share by equal parts of two variables, passenger boardings and route miles. To normalize El Segundo’s light morning boardings and heavy evening boardings, only morning boardings are included in the formula, while both morning and evening route miles are included. The new proportional share for the City of El Segundo is 16.5%.

While the PSC voted to approve the new cost allocation formula on March 7, 2011, they also voted that agencies be billed at 50% of the cost for the Fourth Quarter of FY 10/11 and the entire FY 11/12 utilizing FY 1997 TSE reserve account that must be allocated to operational expenses. Therefore, the new proportional share for El Segundo would be $79,682.00; however, with each agency being billed at 50% for FY 11/12, El Segundo’s participant contribution would be $39,841 for the year.

For FY 12/13 it is expected that each agency will be billed for their full share, however the lead agency cannot anticipate each agency’s contribution at this time. There are a variety of factors that would influence changes in the cost of operating MAX, including annual adjustments to the operating formula shares, fare receipts (especially with the changes being made to Line 2), Proposition C TSE funding levels, and increases in the transit operator’s contract for services. These factors can have an impact on the overall operating costs, and as the FY 11/12 year approaches FY 12/13, updates will be provided to the PSC with preliminary budget estimates.
AGREEMENT FOR MAX COMMUTER BUS SERVICE

THIS AGREEMENT is made and entered into this ____________ day of ____________, 2011, by and between the City of Torrance (hereinafter referred to as “LEAD AGENCY”) and the City of El Segundo, the City of Lawndale, the City of Los Angeles, City of Lomita, and the County of Los Angeles, (hereinafter referred to as “AGENCIES” or individually as “AGENCY”).

RECITALS

A. LEAD AGENCY and AGENCIES are located in the South Bay area of Los Angeles County, a region which continues to experience a high level of peak-hour traffic.

B. The AGENCIES have previously jointly funded a commuter transportation transit service known as Municipal Area Express (MAX), which provides a much-needed bus service to and within the South Bay aerospace employment center.

C. The AGENCIES recognize the potential cost savings and increased transit efficiency of providing a network of commuter transportation services and a connection to the Metro Green Line in the South Bay by coordinating transit services, administration and marketing.

D. Each AGENCY is willing to fund a share of the cost of MAX by using each AGENCY’s Proposition A and/or Proposition C Local Return Funds.

E. The operation of this joint program is eligible for regional monies to partially fund the cost of MAX.

F. Since 1990, MAX has operated a viable, effective commuter transit alternative for South Bay residents.

AGREEMENT:

1. Administration of Service

The LEAD AGENCY shall implement and administer MAX on behalf of AGENCIES.

2. Term of Agreement

This agreement shall be effective as of July 1, 2011 and shall expire on June 30, 2013, unless the Agreement is terminated earlier as provided in Sections twelve (12) and fourteen (14). This agreement thereafter may be extended on a year to year basis upon the consent of AGENCIES.
3. **Organization**

   A. Policy for MAX shall be set by The Policy Steering Committee ("PSC"). The LEAD AGENCY and each AGENCY shall have the right to appoint either its Mayor, or one member of its City Council or Board, or its City Manager to the PSC. Each member of the PSC shall have one vote. The LEAD AGENCY and each AGENCY shall also appoint an alternate member who shall be its Mayor, a member of its City Council or Board, or a permanent deputy to the Council or Board member representative, or its City Manager. The alternate shall have all of the powers and duties of the regular member at any PSC meeting which the regular member does not attend. Regular and alternate members shall serve at the pleasure of their AGENCY and until their successors are appointed and qualified. Each AGENCY shall notify the LEAD AGENCY staff of its appointees and of any change thereof.

   (1) The PSC shall set policy for MAX on the following:

   (a) Fares
   (b) Route Structure
   (c) Award of Contracts
   (d) Annual Operating Budget
   (e) Participating AGENCY Funding Shares
   (f) Lease or Purchase of Vehicles
   (g) Increase or Decrease in Scope of Overall Service
   (h) Approval of program funding agreements entered into by the LEAD AGENCY
   (i) Insurance
   (j) Governmental mandates that may require direction for compliance

   B. All decisions of the PSC shall be made by majority vote. For the purpose of conducting business, a quorum of the PSC shall comprise of fifty percent (50%) plus one of all the member AGENCIES represented on the PSC.

   C. The FSC Chair will lead business meetings. The Vice-Chair will assume the role of Chair when the PSC Chair is not present. The Vice-Chair will be selected alphabetically based on that participating agencies name (e.g. El Segundo, Lawndale, Lomita, Los Angeles, etc.) as long as that agencies’ member participation exceeds 60% of attendance within a two-year period. This will occur on an annual basis, during the December meeting. Annually the incoming Vice-Chair will be selected based on the attendance requirements and the Vice-Chair will be moved to PSC Chair.

   D. Technical assistance shall be provided to the PSC by the LEAD AGENCY Staff.

4. **Provision of Service**
The LEAD AGENCY shall implement MAX as described in Exhibits “A” and “B” (attached hereto and incorporated herein as MAX Service Requirements and the MAX Routes, respectively). Substantive changes to Service may only be authorized by the PSC.

5. **Fares**

The PSC shall establish and authorize changes to the fare structure for patrons utilizing MAX. The annual fare revenues shall be utilized by the LEAD AGENCY to fund the annual expense of operating MAX.

6. **Operating Funds and Payment for Service**

The LEAD AGENCY shall obtain funds to operate MAX from passenger fares and other sources as they are available. The remainder required to fund MAX shall be provided by the AGENCIES. The remainder amount funded by the AGENCIES shall be distributed by a formula created by the participating AGENCIES to reflect their jurisdictional shares. This formula will be comprised of two variables. The variables will be total a.m. boardings by jurisdiction as well as total a.m. and p.m. mileage by jurisdiction. These two variables will be weighted at 50% each for a total of 100%. The formula shall be audited on an annual basis using data supplied by CONTRACTOR. This data will include 100% boarding counts by stops. The boarding information and jurisdictional shares will be adjusted annually using the prior calendar year’s data and presented at the February PSC meeting for the upcoming fiscal year. An annual audit of the financials and jurisdictional shares shall be conducted at the end of the fiscal year by a Third Party. The cost of such audit shall be shared by the AGENCIES as part of their jurisdictional share. The results shall be available for the December PSC meeting. Each AGENCY shall pay quarterly, upon receipt of an itemized billing from the LEAD AGENCY, one fourth of its annual share, which shall be established by the PSC as part of the annual operating budget.

In addition, each AGENCY agrees to pay the LEAD AGENCY any additional funds as authorized by the PSC which might be required to provide service during any budget year should the costs be greater than anticipated, provided, however, that such additional funds shall not exceed twenty (20) percent of the amount adopted in the annual operating budget for one year. All billings shall be paid by each AGENCY within thirty (30) days of receipt of an itemized billing by the LEAD AGENCY. Further, if any member jurisdiction pays more than their budget share of actual costs, as determined by an annual audit of the MAX budget, then an equal amount will be deducted from a future quarterly billing in the next fiscal year, at the direction of the PSC. If any member jurisdiction pays less than their budget share of actual costs, as determined by annual audit of the MAX budget, then an equal amount will be added to their next quarterly billing in the subsequent budget year.

7. **Permits and Licenses**

The LEAD AGENCY shall secure and maintain all permits and licenses required by law for the provision of MAX.
8. **Marketing**

The LEAD AGENCY shall undertake a marketing program to promote MAX. This program may be implemented either by the LEAD AGENCY staff or under a consultant contract, whichever approach is approved by the PSC. All costs for said marketing shall be considered as a portion of the total costs of MAX for purposes of this Agreement, and shall be authorized annually as part of the MAX budget.

9. **Service**

The LEAD AGENCY shall prepare a Request for Proposals for a private entity to provide the driving, dispatching, and maintenance for the buses used by MAX. The LEAD AGENCY shall enter into an agreement with the respondent approved by the PSC, which hereinafter shall be referred to as "CONTRACTOR".

10. **Liability**

   A. LEAD AGENCY agrees to indemnify, hold harmless and defend each Agency for any claim, legal action or liability arising out of this Agreement.

   B. Notwithstanding the provisions of Subsection A, each AGENCY hereby agrees to indemnify, hold harmless and defend LEAD AGENCY and every other AGENCY for any claim, legal action or liability arising out of this Agreement and related to the condition of that AGENCY’s streets, sidewalks, or other public improvements.

11. **Insurance**

   A. The LEAD AGENCY shall require the CONTRACTOR providing MAX services to obtain and maintain in force at all times during the term of the Agreement with the CONTRACTOR commercial general liability and property damage insurance in amounts of not less than ten million dollars ($10,000,000) for injury or death arising out of any one incident; three million dollars ($3,000,000) for injury or death to any one person; and one million dollars ($1,000,000) for property damage. The CONTRACTOR shall also obtain automobile insurance, including collision and comprehensive vehicular liability insurance coverage for all vehicles used to provide MAX services, in amounts of not less than ten million dollars ($10,000,000) for injury or death arising out of any one accident; three million dollars ($3,000,000) for injury or death to any one person; and one million dollars ($1,000,000) for property damage. Each of the insurance policies shall be issued by an insurer that is rated at least A-VII by A.M. Best's.

   B. **Certificate of Insurance.** The LEAD AGENCY in its agreement with the CONTRACTOR shall require the CONTRACTOR to provide LEAD AGENCY certificates of insurance and a signed agreement form evidencing compliance with
Subsection A, above, not less than ten (10) days prior to the commencement of MAX under the Agreement with the CONTRACTOR. Said certificates shall name LEAD AGENCY and each AGENCY and their respective officers, employees and agents, as additional insureds. Each policy shall provide that it may not be canceled or reduced in coverage without sixty (60) days written notice to LEAD AGENCY and each AGENCY.

C. Workers Compensation Insurance. Throughout the term of the Agreement, the CONTRACTOR will be required to obtain and maintain worker’s compensation and employer’s liability insurance as required by the laws of the State of California with limits of at least one million dollars ($1,000,000). A certificate evidencing such insurance coverage shall be filed with LEAD AGENCY and AGENCIES not less than ten (10) days prior to commencement of MAX hereunder.

D. The insurance provisions of this section shall only be changed by the agreement of both the LEAD AGENCY and the PSC.

12. Failure to Provide Insurance

Failure on the part of the CONTRACTOR to maintain the required insurance shall constitute grounds for any AGENCY to terminate this Agreement. No such termination initiated by an AGENCY may occur until the AGENCY has given the LEAD AGENCY fourteen (14) calendar days written notice of its intention to do so and the Contractor has failed to obtain the insurance during this time.

13. Independent Contractor Status

No employee of the LEAD AGENCY or any AGENCY shall become an employee or officer of the other AGENCY by virtue of entering into this Agreement, and this Agreement shall not create the relationship of agent, servant, employee, partnership, or joint venture between the AGENCIES. No employee or contractor of the LEAD AGENCY will be considered an employee of any AGENCY for purposes of workers’ compensation liability. Each AGENCY shall bear full responsibility for furnishing workers’ compensation benefits to any of its employees for injuries arising from or connected with activities performed by said employee pursuant to this Agreement.

14. Termination of Agreement

A. In addition to the grounds of termination provided in Section twelve (12), any AGENCY may withdraw from this Agreement at the end of a given fiscal year by giving written notice to the LEAD AGENCY and the PSC of such intent to terminate a minimum of ninety (90) days, preferably one hundred and eighty (180) days, prior to the end of any given fiscal year, which ends on June 30. Within thirty (30) days after such notice is received by the PSC, or at its next regularly scheduled meeting, the PSC shall meet and determine whether to
terminate MAX or re-apportion the respective share of any AGENCY terminating participation in MAX.

B. An AGENCY that terminates, at any point, its participation in MAX is responsible for the following, but not limited to: (1) Removal of stop and route signage, (2) changes to system signage due to route changes, (3) cost of printing new brochures, (4) costs of updating the website, (5) LEAD AGENCY’s reasonable administrative costs using the composite hourly rate, and (6) as appropriate, the cost of early retirement of vehicles from the MAX fleet. The LEAD AGENCY shall reimburse the terminating AGENCY any overpayment of their jurisdictional share as described in Section 6 and their jurisdictional share of reserves.

C. This Agreement may also be terminated at any time by agreement of the PSC. In the event the PSC decides to terminate MAX, the LEAD AGENCY shall terminate all agreements with its CONTRACTOR. AGENCIES shall be responsible for all costs, according to the jurisdictional share formula in Section 6, resulting from termination, including the costs resulting from termination of the CONTRACTOR agreements.

D. Each AGENCY shall be responsible for its jurisdictional share, as described in Section 6, of the termination costs as provided in the annual MAX budget. In the event the costs of termination are less than the sums held by the LEAD AGENCY, the LEAD AGENCY shall remit, within thirty (30) days after all termination costs have been paid, each AGENCY’s jurisdictional share of the remaining balance.

15. Inability to Perform

The LEAD AGENCY will not be required to administer or provide MAX during the time and to the extent that it is prevented from performing by acts of God, fire, strike, civil disorder, loss of transportation facilities, loss of funding, lockout, commandeering of materials, products, plants, or facilities by the federal government or any other cause beyond the reasonable control of the LEAD AGENCY.

16. Record Keeping, Reporting and Auditing

The LEAD AGENCY will provide access to all records in its possession relating to MAX during normal working hours of the LEAD AGENCY. The LEAD AGENCY shall keep records of all operating costs of MAX in Accordance with generally acceptable accounting procedures and in accordance with the requirements of any entity providing funding. The LEAD AGENCY shall retain all records for a minimum of five (5) years following the close of that fiscal year. At any time, any AGENCY, at its own expense, may conduct an audit of the LEAD AGENCY regarding MAX. If such audit finds that the cost of operating MAX are less than previously indicated by the LEAD AGENCY and LEAD AGENCY agrees with the results of said audit, the member AGENCY agrees the difference may, in the sole discretion of the LEAD AGENCY, be:
1. repaid forthwith by the LEAD AGENCY to the AGENCIES in the proportionate shares provided in the annual MAX budget, or

2. credited against any future payments owed hereunder to the LEAD AGENCY.

If such audit finds that the costs of operating the program are greater than payments made by the AGENCY, then the difference shall be paid to the LEAD AGENCY by the AGENCIES, based upon each AGENCY's proportionate share adopted in the most recent MAX budget.

17. Vehicles

The LEAD AGENCY shall cause to be supplied sufficient and adequate vehicles, including backup vehicles, to insure that MAX is provided on an uninterrupted basis. All equipment and facilities shall meet all requirements of applicable federal, state and local ordinances and laws.

18. Notices

A. Notices required to be given pursuant to this Agreement shall be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid for delivery by Certified Mail in the United States Mail.

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified Mail. When mailed Certified Mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account: notice is effective on delivery, if delivery is confirmed by the delivery service. Notices required to be given pursuant to this Agreement shall be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such an envelope with postage prepaid for delivery by Certified Mail in the United States Mail.

5. Addresses for purpose of giving notice are as follows:

a. LEAD AGENCY at the following address:
City of Torrance
Office of the City Manager
3031 Torrance Boulevard
Torrance, CA 90503

With a copy to:

City of Torrance
City Clerk
3031 Torrance Boulevard
Torrance, CA 90503

b. Any such notice containing same to each AGENCY shall be addressed as follows:

City of El Segundo
Office of the City Manager
350 Main Street
El Segundo, CA 90245

City of Lawndale
Office of the City Administrator
14717 Burin Avenue
Lawndale, CA 90260

Los Angeles County Department Of Public Works
Transit Operation Section
PO Box 1460
Alhambra, CA 91802-1460

City of Los Angeles
Office of the General Manager
Department of Transportation
200 North Spring Street
Los Angeles, CA 90012

City of Lomita
Office of the City Manager
P.O. Box 339
Lomita, CA 90717

19. **New Parties**

The PSC can accept new AGENCIES as participants in MAX. In such an event, the LEAD AGENCY shall enter into an agreement with said AGENCY providing said AGENCY with the same rights and obligations of each other participating AGENCY. The PSC shall determine the percentage contribution required for said entity and the obligation of each signatory to the Agreement reflected in the annual MAX budget shall be proportionately reduced to reflect the percentage allocated to the new AGENCY.

20. **Governing Law; Jurisdiction**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.
21. **Integration; Amendment**

This Agreement represents the entire understanding of LEAD AGENCY and each AGENCY as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by all parties. The Agreement may be executed in multiple counterparts.

22. **Interpretation**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

23. **Severability**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

24. **Waiver of Breach**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party’s consent or approval of any act by the other party requiring the party’s consent or approval will not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any default concerning the same or any other provision of this Agreement.
IN WITNESS WHEREOF, this AGREEMENT FOR MAX COMMUTER BUS SERVICE is executed by the parties as follows:

CITY OF TORRANCE
LEAD AGENCY

__________________________
Frank Scotti
Mayor

ATTEST:

__________________________
Sue Herbers
City Clerk

APPROVED AS TO FORM:

John L. Fellows III
City Attorney

By: ________________________
IN WITNESS WHEREOF, this AGREEMENT FOR MAX COMMUTER BUS SERVICE is executed by the parties as follows:

CITY OF EL SEGUNDO

_______________________________
Eric K. Busch
Mayor

ATTEST:

_______________________________
Cindy Mortesen
City Clerk

APPROVED AS TO FORM:

_______________________________
Mark Hensley
City Attorney
IN WITNESS WHEREOF, this AGREEMENT FOR MAX COMMUTER BUS SERVICE is executed by the parties as follows:

CITY OF LAWNDALE

__________________________
Harold Hofmann
Mayor

ATTEST:

__________________________
Paula Hartwill
City Clerk

APPROVED AS TO FORM:

__________________________
Tiffany J. Israel
City Attorney
IN WITNESS WHEREOF, this AGREEMENT FOR MAX COMMUTER BUS SERVICE is executed by the parties as follows:

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION

______________________________
Amir Sedadi
Acting General Manager

ATTEST:

______________________________
June Lagmay
City Clerk

APPROVED AS TO FORM:

______________________________
Michael Nagle
Deputy City Attorney
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT FOR MAX COMMUTER BUS SERVICE to be executed by their respective officers, duly authorized, by ________________ on __________, 2011, and by the DIRECTOR OF PUBLIC WORKS on __________, 2011.

COUNTY OF LOS ANGELES

By: ____________________________
   Director of Public Works

APPROVED AS TO FORM:

Robert E. Kalunian,
Acting County Counsel

By______________________________
   Deputy
IN WITNESS WHEREOF, this AGREEMENT FOR MAX COMMUTER BUS SERVICE is executed by the parties as follows:

CITY OF LOMITA

________
Ken Blackwood
Mayor

ATTEST:

________
Dawn Tomita
City Clerk

APPROVED AS TO FORM:

________
Christi Hogin
City Attorney
EXHIBIT A

MAX Service Requirements

MAX shall operate during peak weekday commuting hours, on a schedule approved by the Policy Steering Committee. MAX will operate Monday through Friday, with the exception of the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

MAX shall be provided on routes in the South Bay area of Los Angeles County as identified in Exhibit B to this Agreement. MAX service shall be open to the general public and provided as a commuter bus.

MAX shall utilize a fleet of 12 transit coaches with commuter-style amenities such as reclining seats, reading lights and climate control. All MAX coaches shall be fully wheelchair accessible in compliance with the Americans with Disabilities Act.
EXHIBIT B

Exhibit B will be updated to reflect the truncation of Line 2 with the withdrawal of the City of Rancho Palos Verdes. The MAX service will begin service in Torrance on Line 2.
## Attachment 2
MAX Operating Budget FY11/12

<table>
<thead>
<tr>
<th>Revenues</th>
<th>FY2010-11 Adopted</th>
<th>FY2011-12 Proposed</th>
<th>Variance, $</th>
<th>% Share</th>
<th>Qtrly Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop C Discretionary -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Expansion</td>
<td>$437,748</td>
<td>$437,748</td>
<td>$0</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>$198,021</td>
<td>$198,021</td>
<td>$0</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$635,769</strong></td>
<td><strong>$635,769</strong></td>
<td><strong>$0</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participant Contributions</th>
<th>FY2010-11</th>
<th>FY2011-12</th>
<th>Variance, $</th>
<th>% Share</th>
<th>Qtrly Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>El Segundo</td>
<td>$55,561</td>
<td>$79,682*</td>
<td>$24,121</td>
<td>16.52150%</td>
<td>$19,920.50*</td>
</tr>
<tr>
<td>Lawndale</td>
<td>$10,666</td>
<td>$12,509*</td>
<td>$1,843</td>
<td>2.59358%</td>
<td>$3,127.25*</td>
</tr>
<tr>
<td>Lomita</td>
<td>$10,662</td>
<td>$29,387*</td>
<td>$18,725</td>
<td>6.09313%</td>
<td>$7,346.75*</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>$211,120</td>
<td>$236,761*</td>
<td>$25,641</td>
<td>49.09093%</td>
<td>$59,190.25*</td>
</tr>
<tr>
<td>L.A. County</td>
<td>$21,046</td>
<td>$32,930*</td>
<td>$11,884</td>
<td>6.82773%</td>
<td>$8,232.50*</td>
</tr>
<tr>
<td>Rancho Palos Verdes</td>
<td>$105,008</td>
<td>$ -</td>
<td>$(105,008)</td>
<td>0.00000%</td>
<td>$ -</td>
</tr>
<tr>
<td>Torrance</td>
<td>$240,523</td>
<td>$91,021*</td>
<td>-</td>
<td>$149,504</td>
<td>18.87233%</td>
</tr>
</tbody>
</table>

| **Total Revenue** | **$1,290,356** | **$1,118,057** | **$(172,299)** | **100.00%** | **$120,572.00** |

<table>
<thead>
<tr>
<th>Operating Expenditures</th>
<th>FY2010-11 Adopted</th>
<th>FY2011-12 Proposed</th>
<th>Variance, $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$16,200</td>
<td>$16,200</td>
<td>$0</td>
</tr>
<tr>
<td>Printed Forms and Maps</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$0</td>
</tr>
<tr>
<td>Special Materials and Supplies</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$0</td>
</tr>
<tr>
<td>Professional/Technical Services</td>
<td>$12,222</td>
<td>$12,222</td>
<td>$0</td>
</tr>
<tr>
<td>Advertising and Publishing</td>
<td>$7,000</td>
<td>$7,000</td>
<td>$0</td>
</tr>
<tr>
<td>Special or Contract Services</td>
<td>$1,247,346</td>
<td>$1,075,065</td>
<td>$(172,281)</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$3,088</td>
<td>$3,070</td>
<td>$(18)</td>
</tr>
</tbody>
</table>

| **Total** | **$1,290,356** | **$1,118,057** | **$(172,299)** |

***Note***: Per PSC approval, for FY 2012, all participating agencies to be invoiced at 50% of amount shown and payment will be applied to capital reserve account. Full payment for operating costs will be paid by FY 1997 TSE reserve.
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of a new Class Specification for the at-will position of Senior Executive Assistant; and 2) Adoption of a Resolution establishing the basic monthly salary range for Senior Executive Assistant; and 3) Introduction of an Ordinance amending El Segundo Municipal Code § 1-6-4 Regarding Employment Exclusions from Civil Service. Fiscal Impact: Included in Adopted Budget

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Class Specification.
2. Adopt the Resolution establishing the Basic Monthly Salary Range for the job classification of Senior Executive Assistant.
3. Introduce and Waive the First Reading of the Ordinance.
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Senior Executive Assistant Class Specification.
2. Resolution establishing the Basic Monthly Salary for Senior Executive Assistant.
3. Ordinance amending El Segundo Municipal Code § 1-6-4 Regarding Exclusions.

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td></td>
</tr>
</tbody>
</table>

ORIGINATED BY: Deborah Cullen, Director of Finance
REVIEWED BY:
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
This at-will position will report directly to the City Manager and will perform advanced-level administrative and management support duties for the City Manager’s Office requiring exercise of initiative, and independent judgment and decision making. Based upon staff research, this position is generally classified as an at-will position which enables a smooth transition for an incoming executive.

Specific job responsibilities that have been added to this classification include:

- Disseminates information to the public through technology and communication media regarding the services, functions and special activities of the City
- Writes and produces public information materials, such as brochures and flyers
- Utilizes a variety of graphics, desktop publishing software and other applications to develop or modify material for Web pages
- Designs and implements processes and procedures to engage citizen input and opinion in various City activities and functions
In addition this position will perform a full range of duties as follows:

Monitors and tracks legislative activity and actions and keeps City officials informed; prepares various communications on behalf of the City in response to legislative activities.

Works closely with and prepares materials for City officials on highly sensitive and confidential matters; provides information to others requiring in-depth knowledge of City activities, business and policies; responds to or refers inquiries for services to appropriate resources; receives and evaluates customer complaints directed to high level City officials and recommends and/or initiates an appropriate course of action; tracks, monitors and provides follow up on complaints and their resolution with City management and City Council.

Performs administrative/secretarial duties for the City Manager, or City Council in the absence of the Executive Assistant; maintains complex filing systems; receives and reviews incoming correspondence, researches and drafts appropriate responses as delegated or directs to appropriate department for investigation and response; independently prepares a variety of correspondence and selected reports for review/signature on behalf of an administrative supervisor; initiates, researches, writes and finalizes a variety of written materials for accuracy, completeness and conformance with applicable rules and regulations.

Maintains records of departmental expenditures; assists in preparation of and monitors budgets; reviews, prepares and may authorize purchase requisitions and payment of invoices; orders supplies and equipment; collects and compiles statistical, financial and other information for special or periodic reports.

For the remainder of FY 2010-2011 this position will be funded utilizing existing salary and benefit savings from an unexpected retirement.
SENIOR EXECUTIVE ASSISTANT
(AT-WILL)

Definition: This at-will position reports directly to the City Manager and performs advanced-level administrative and management support duties for the City Manager's Office requiring exercise of initiative, and independent judgment and decision making.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

Positions in this classification typically perform a full range of duties at a level of complexity represented by the following types of responsibilities:

Disseminates information to the public through technology and the communications media regarding the services, functions and special activities of the City; writes news and publicity releases; designs, writes and produces public information materials such as brochures, flyers, and Web pages using a variety of graphics, desktop publishing software, and other applications to develop or modify materials.

Designs and implements processes and procedures to engage citizen input and opinion in various City activities and functions.

Monitors and tracks legislative activity and actions and keeps City officials informed; prepares various communications on behalf of the City in response to legislative activities.

Works closely with and prepares materials for City officials on highly sensitive and confidential matters; provides information to others requiring in-depth knowledge of City activities, business and policies; responds to or refers inquiries for services to appropriate resources; receives and evaluates customer complaints directed to high level City officials and recommends and/or initiates an appropriate course of action; tracks, monitors and provides follow up on complaints and their resolution with City management and City Council.

Performs administrative/secretarial duties for the City Manager, or City Council in the absence of the Executive Assistant; maintains complex filing systems; receives and reviews incoming correspondence, researches and drafts appropriate responses as delegated or directs to appropriate department for investigation and response; independently prepares a variety of correspondence and selected reports for review/signature on behalf of an administrative supervisor; initiates, researches, writes and finalizes a variety of written materials for accuracy, completeness and conformance with applicable rules and regulations.

Prepares meeting agendas, documents, reports and minutes according to accepted City and State requirements; plans and implements routine and special meetings and trips for City officials; attends staff and City Council meetings; maintains calendars and schedules, and coordinates
appointments, meetings and a variety of official events for the City Manager, or City Council in the absence of the Executive Assistant, with City officials, local government and business, and members of the public.

June 2011
Maintains records of departmental expenditures; assists in preparation of and monitors budgets; reviews, prepares and may authorize purchase requisitions and payment of invoices; orders supplies and equipment; collects and compiles statistical, financial and other information for special or periodic reports.

Knowledge, Skills and Other Characteristics:
Knowledge of principles and practices of office administration.
Knowledge of basic budgeting procedures and financial record keeping.
Knowledge of policies, practices, procedures and terminology of City operations.
Knowledge of a variety of computer software, including desktop publishing, website, social media, word processing, database and spreadsheet applications.
Skill in English composition, grammar and punctuation.
Skill in composing letters and preparing a variety of reports, using appropriate format and computer software.
Skill in preparing statistical reports.
Skill in bookkeeping practices and procedures.
Skill in following oral and written instructions and procedures.
Skill in presenting ideas and concepts orally and in writing.
Skill in effectively resolving disputes.
Skill in effectively managing multiple priorities in a high volume work environment.
Skill in utilizing public relations techniques in responding to inquiries and complaints.
Skill in working with a diverse group of individuals.
Skill in establishing and maintaining effective working relationships with other City employees and the public.

Minimum Qualifications:
Graduation from an accredited college or university and five (5) years progressively responsible secretarial/office administrative experience providing assistance to an administrative official, one year of which must have included disseminating information to the public through written communication such as news or feature articles—or- an equivalent combination of education and experience.
RESOLUTION NO._________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATION OF SENIOR EXECUTIVE ASSISTANT.

The City Council of the City of El Segundo does resolve as follows:

Section 1: The City Council approves the following basic monthly salary range:

<table>
<thead>
<tr>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Executive Assistant</td>
<td>$4974.18</td>
<td>$5222.89</td>
<td>$5484.03</td>
<td>$5758.24</td>
</tr>
<tr>
<td>Range 35M</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 3: This Resolution will become effective upon the effective date of Ordinance No. _______ amending El Segundo Municipal Code Section 1-6-4 regarding Exclusions and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ___7th____ day of ___June____, 2011.

_________________________________
Eric K. Busch,
Mayor
CERTIFICATION

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  )  SS
CITY OF EL SEGUNDO  )

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 7th day of June, 2011, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 7th day of June, 2011.

Cindy Mortesen, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: [Signature]
Karl H. Berger
Assistant City Attorney

[Signature]
Elizabeth M. Caliendo
Deputy City Attorney
ORDINANCE NO. __________

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
§1-6-4 REGARDING EXCLUSIONS.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds as follows:

A. The El Segundo Municipal Code ("ESMC") provides that the City Council may from time to time by Ordinance designate departments, appointive officers, or employees of the City; and

B. It is in the best interest of the City to list all existing officers and members of departments excluded from the Personnel Merit System; and

SECTION 2: ESMC § 1-6-4 is amended in its entirety to read as follows:

"Sec 1-6-4. EXCLUSIONS

Those officers and members of departments in addition to department heads and elected officers who are expressly excluded from the merit system are:

Assistant City Manager
City Attorney
City Manager
City Engineer
Construction Coordinator
Economic Development Manager
Property Owner Coordinator
Senior Executive Assistant

SECTION 3: Repeal of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen (15) days after
the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2011.

______________________________
Eric K. Busch, Mayor
STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. _____ was duly introduced by said City Council at a regular meeting held on the 7th day of June 2011, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the _____ day of _____, 2011, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney

______________________________
Elizabeth M. Calciano
Deputy City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of a second amendment to an existing Professional Services Agreement with Willdan to increase the amount of the agreement by $57,160 for developer reimbursed planning services for the 540 East Imperial Avenue School Site Project for the El Segundo Unified School District ($50,000); developer reimbursed planning services for the Scooters Jungle Project ($2,160); and for the Housing Element funded by the General Plan Maintenance Fund ($5,000). (Fiscal Impact: $57,160)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to execute a second amendment to an existing Professional Services Agreement to increase the funding by $57,160 approved as to form by the City Attorney; and/or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None.

FISCAL IMPACT: N/A

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
<td>703-200-0000-2654 ($50,000); 001-400-2402-6214 ($2,160); 703-200-2402-3816 ($5,000)</td>
</tr>
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</table>

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
On December 21, 2010, the City Council approved an amendment to the City's contract with Willdan Engineering in the amount of $50,000 to allow the Planning Division to use consultant planning services for the processing of the Imperial School Site Project. The cost of the consultant planning services are being reimbursed to the City by the El Segundo Unified School District. The amount requested was based upon a preliminary estimate of time needed for planning consultant services without fully developed plans and therefore a determination regarding the environmental review process that would be required for the project. Upon further evaluation of the time needed to process this complex project with the multiple design options being evaluated and the probability that an EIR will be required for the project, Planning Division staff estimates $100,000 for planning consultant services. Therefore Planning Division
staff is requesting an additional $50,000 for planning consultant services for the Imperial School Site Project at this time. Further adjustments could be necessary as the project proceeds. ESUSD has entered into a reimbursement agreement with the City to pay for both planning consultant services and City staff time through a developer funded trust account.

Additionally, the Planning Division is requesting additional funding for planning consultant services in an amount of $2,160 to cover the cost of developer reimbursed expenses to complete a project (Scooter's Jungle Project) that has been processed and managed by the City's planning consultant Willdan Engineering. Additional planning services (parking demand study site monitoring) are needed to complete the project. The developer has already provided the necessary funds to complete this task.

Finally, additional funding in an amount of $5,000 is requested to be added to the City's existing contract with Willdan Engineering, in order to complete the Housing Element project. Planning Division staff is working on revisions to the Housing Element to meet the California Department of Housing and Community Development requirements for certification and needs additional consultant planning services with Willdan Engineering to complete this task. The cost of the services would be covered by the City's General Plan Maintenance Fund rather than from the General fund. The City established the General Plan Maintenance Fund in compliance with State law that allows cities to charge a fee for development projects to cover the ongoing expense of maintaining the City's General Plan. The revenue from the fees can only be used for the City's General Plan. The City has been collecting this fee for a couple of years at the time of the issuance of building permits for development projects and has sufficient funds to cover the expense.

The Planning Division believes that the use of consultant services will ensure the efficient and timely processing of the Imperial School site project and the continuity of completing remaining tasks for the Scooters Jungle Project and the Housing Element. The Housing Element is anticipated to be scheduled for public hearings before the Planning Commission and City Council this summer.

Recommendation

The Planning and Building Safety Department requests that the Council authorize the City Manager to execute a second amendment to the Professional Services Agreement with Willdan, in a form approved by the City Attorney, for an additional sum of $57,160, for a total not to exceed $137,160, for the 540 East Imperial Avenue School Site project, the Scooters Jungle Project, and the Housing Element.
EL SEGUNDO CITY COUNCIL  
AGENDA STATEMENT  

AGENDA DESCRIPTION:
Consideration and possible action to approve an amendment, in a form approved by the City Attorney, to Public Works Contract No. 4132 with Kalban, Inc. The amendment would add items to the original scope for construction of a new concrete block wall around the landscape area adjacent to the plaza at Campus El Segundo. Project No. PW 11-01. (Fiscal Impact: $24,300)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager or designee, to execute an amendment, in a form approved by the City Attorney, to Contract No. 4132 with Kalban, Inc. for an amount not to exceed $24,300.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: NONE

FISCAL IMPACT: Included in Adopted Budget

- Amount Budgeted: $24,300
- Additional Appropriation: No
- Account Number(s): 001-400-5102-6206 ($20,000)
  405-400-0000-6215 ($4,300)

ORIGINATED BY: Maryam Jonas, Principal Engineer

REVIEWED BY: Stephanie Katsouleas, Public Works Director

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
On March 15, 2011, the City Council awarded a contract in the amount of $46,997.86 to Kalban, Inc. as the low bidder for the 2010-2011 annual concrete replacement and other minor improvements at various locations throughout the City. This project has been underway since April 11, 2011.

As the work progressed, the City identified additional concrete work that needed to be done at Campus El Segundo to protect the soccer field’s syntactic turf from dirt intrusion and runoff stemming from the planter areas adjacent to the field. The proposed work consist of constructing approximately 280 lineal foot of two (2) course block walls with concrete footings and caps that match the existing raised planters and modifications to the sprinkler system where necessary. The proposed wall will significantly reduce runoff from the landscaped area to the syntactic turf.
In accordance with § 3-2.1 of the Standard Specifications for Public Works Construction (aka, the “Green Book”), which is incorporated into the City’s standard public works contract, changes to the scope of work that exceed 25% of the original contract price require an amendment to the contract. Funds are available from the Parks maintenance and repairs and Public Works facility maintenance budgets for the FY 2010-2011. A detailed accounting will be submitted for Council consideration upon formal acceptance of the project.
AGENDA DESCRIPTION:

Consideration and possible action regarding the Resolution to approve the filing of the grant application for the California Proposition 84 Statewide Park Program for the proposed project at Acacia Park.  
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve the resolution to file the grant application and comply with the rules and regulations set forth within the resolution and the Grant Administration Guide.  
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Community Fact Finder Report  
2. Resolution  
3. Grant Administration Guide

FISCAL IMPACT: None

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ORIGINATED BY: Meredith Petit, Recreation Superintendent

REVIEWED BY: Bob Cummings, Director of Recreation and Parks

APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:

On November 7, 2006, Californian voters passed Proposition 84, the $5.4 billion “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006”. Included in Chapter 9 of Prop 84 is the Statewide Park Program, a $368 million grant program that will award grants on a competitive basis for the creation of new parks and new recreation opportunities in proximity to the most critically underserved communities across California. These projects will benefit the health of families, youth, senior citizens, and other population groups by meeting their recreational, cultural, social, educational, and environmental needs. Grant Awards can range from $100,000 to $5 million and do not require matching funds.

For a project to be eligible for Prop 84 grant funding, the community within proximity (1/2-mile radius) of the project site must either have a ratio of less than 3 acres of usable park space per 1,000 residents, or the median household income of census tracts in proximity (1/2-mile radius) to the project must be lower than $47,331. Most, existing parks and vacant properties within the City of El Segundo do not fall below the maximum median household income requirement, therefore requiring any eligible project site be in a locale that registers park acreage per 1,000 residents to be fewer than 3 acres. Furthermore, few existing park sites within the City of El Segundo qualify as eligible locations due to the number of parks in the community and their proper placement and proximity to a
wide range of residents. Because Acacia Park is on the edge of the city and bordered by LAX, it passes the eligibility requirement with approximately 2.33 acres of park land per 1,000 residents in proximity. These factors are illustrated in the attached Community Fact Finder report.

It is important to note that although some parks that may meet the eligibility requirement of fewer than 3 acres per 1,000 residents, they have been deemed not feasible to pursue at this time due to other limitations contained in the application guidelines and a reasonable assessment of the needs of the community, such as land agreement restrictions, lack of space to expand, and/or no critical need at the location.

The Prop 84 Grant is permitted to be used for property acquisition as well as development of new or expanded park areas. Priority is given to projects that add park acreage to a community. Currently, Acacia Park, located in the 600 Block of West Acacia Avenue, houses a small outdoor seasonal pool, a playground with sand surfacing, a swing set, a small restroom facility, and several picnic tables. The vacant property adjacent to the north side of the park is currently bank-owned and is estimated to be valued at $1.25 million. The current acreage of the park is 0.5 acres and the vacant property could double the size of the existing park area.

Acacia Park meets Eligibility Requirement #1 by recording park acreage of 2.33 acres per 1,000 residents in proximity to the proposed project site. Staff has preliminarily identified possible recreational features that could combine into a number of feasible development concepts. Such amenities and enhancements could include: above ground water play area commonly referred to as a “Splash Pad,” renovations to the existing outdoor pool, new playground equipment with ADA compliant elements and surface material, new swing set, new picnic tables and benches made from recycled materials, half-court basketball court, sand volleyball court, fitness equipment, new BBQ grills, renovated restroom facilities, walking paths, enhanced landscaping, and any other feasible options identified through community outreach efforts. Depending on the types of features in the final design and the estimated number of daily patrons, a parking and traffic plan may need to be implemented.

It is critical that community feedback be incorporated into the final design concept. Five public meetings have been set to encourage residents to learn more about the possibilities of helping staff create their community's parks and recreational facilities. The final grant application will consist of a design that suits the needs of the population. The final grant application will also include a cost estimate based on the design features. The cost estimate will be less than the grant maximum, yielding no additional funding needed from the City. It is important to note, however, that the grant awards are administered in a reimbursement format, meaning that the City must "front" the expenses to the project to be reimbursed in full by the State at completion.

The attached resolution seeks City Council approval to submit a final application for the Prop 84 Statewide Park Program Grant. The resolution also certifies that the City has sufficient funds to complete the project (if applicable), has sufficient funds to operate and maintain the project, agrees to the provisions contained in the Grant Administration Guide, delegates the City Manager as the signature authority on official documents, and agrees to comply with all applicable laws, regulations, and guidelines.
This is your Community FactFinder report for the project you have defined. Please refer to your Project ID in any future communications about this project.

Project ID: 21535
Date created: May 4, 2011
County: Los Angeles
City: El Segundo
Coordinates: 33.93032, -118.423047
Total Population: 4,388
Median Household Income: $88,866
Number of people below poverty line: 200
Park acreage: 10.21
Park acres per 1,000 population: 2.33

All numbers above have been calculated based on a ½ mile radius from the point location of your project. Demographics are figured by averaging population numbers over selected census block groups and using the percent of the block group within the project circle to determine the actual counts.

Parks and park acres are based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks acreage does not include major lakes or ocean. Users can send update information to: parkupdates@parks.ca.gov

Data Sources:
Demographics - Claritas Pop-Facts, block group level (2010)
Parks - Calif. Protected Areas Database v. 1.6 (Feb. 2011)

Community FactFinder is a service of the California Department of Parks and Recreation
www.parks.ca.gov
Resolution No: ______________________

RESOLUTION OF THE City Council ______________________

OF City of El Segundo ______________________

Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

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

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

Prop. 84 Statewide Park Program (Acacia Park Project) ________, and

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and

3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to City Manager ________ to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and

5. 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 City Council _______ following a roll call vote:

Ayes: _______
Noes: _______
Absent: _______ ____________________________ (Clerk)
January 14, 2010

GRANT ADMINISTRATION GUIDE

for Grants Awarded through Proposition 84

Statewide Park Program
and
Nature Education Facilities Program

State of California
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send Documents and Correspondence to:

<table>
<thead>
<tr>
<th>Street Address for Overnight Mail:</th>
<th>Mailing Address:</th>
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| Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
1416 Ninth Street, Room 918  
Sacramento, CA  95814 | Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA  94296-0001 |

Phone: (916) 653-7423

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

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

- Proactive in meeting California’s park and recreation needs through innovative grant programs and customer service.

- Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.

- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.

- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.
# TABLE OF CONTENTS

PROCESS FOR GRANTEES ................................................................. 1
GRANT CONTRACTS ........................................................................ 3
  Grant Contract ........................................................................ 3
  CEQA Pending Contract .......................................................... 12

SPECIAL REQUIREMENTS ............................................................... 15
  Status Report ......................................................................... 16
  Memorandum of Unrecorded Grant Agreement .............................. 17
  Labor Compliance Program ...................................................... 19
  Scope Change Requests .......................................................... 21
  Project Sign ........................................................................... 22
  Fidelity Bond .......................................................................... 23
  Three-Bid Process ................................................................... 24

ELIGIBLE COSTS – STATEWIDE PARK PROGRAM ............................ 25
  ACQUISITION Costs ................................................................. 25
  DEVELOPMENT Costs ............................................................. 25

ELIGIBLE COSTS – NATURE EDUCATION FACILITIES PROGRAM .... 28
  Development Costs .................................................................. 29

GRANT PAYMENTS .......................................................................... 33
  ADVANCE Payments ................................................................ 33
  Reimbursement Payments ....................................................... 37
  Final Payments ....................................................................... 38
  Payment Request Form ........................................................... 39
  GRANT Expenditure Form ......................................................... 41
  Grant Completion Packet ......................................................... 42
  PROJECT COMPLETION Certification ....................................... 43

ACCOUNTING AND AUDITS ............................................................ 44
  Accounting Requirements ....................................................... 44
  State Audit ............................................................................. 44
  Audit Checklist ....................................................................... 45

DEFINITIONS .................................................................................. 46

The meanings of words and terms shown in SMALL CAPS throughout this guide are defined starting on page 46.
Process for Grantees

Congratulations on your GRANT award! Use this guide for the administration of your GRANT awarded through the Statewide Park Program or Nature Education Facilities Program. This guide explains the requirements and provides forms for the administration of your GRANT.

We hope you will find this guide user-friendly. The meanings of words and terms shown in SMALL CAPS are in the Definitions Section starting on page 46.

Please contact OGALS with any questions or comments. Contact information for OGALS is given on the front cover of this guide, and a list of PROJECT OFFICERS is available at www.parks.ca.gov/grants.

Steps 1 through 6 below summarize the process and rules for GRANTEES.

Start of Grant Performance Period:

1. Your GRANT PERFORMANCE PERIOD will be shown on your CONTRACT.
   - Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
   - ELIGIBLE COSTS incurred after the start of the GRANT PERFORMANCE PERIOD can be reimbursed once a CONTRACT is ENCUMBERED.

CONTRACTS page 3

2. APPLICANTS become GRANTEES when their CONTRACT is ENCUMBERED.
   - CEQA PENDING CONTRACTS will be sent for PROJECTS that are not yet CEQA compliant. The funding amount of CEQA PENDING CONTRACTS will be limited to APPLICANTS' estimated costs for CEQA compliance, and cannot exceed ten percent of the GRANT AMOUNT. If the APPLICANT does not complete CEQA compliance within twelve months from GRANT award announcement, DPR may rescind the GRANT award.
   - For PROJECTS involving ACQUISITION, CONTRACTS will not be signed by DPR until APPLICANTS provide a letter or other document from the escrow company stating that the escrow is open or will be open within sixty days. If the APPLICANT does not open escrow within twelve months from GRANT award announcement, DPR may rescind the GRANT award.

Payments page 33

3. GRANTEES may request payments after CONTRACTS are encumbered. GRANT funds may only be expended on ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD.

   - Special Requirements:
     Status reports, a Memorandum of Unrecorded Grant Agreement, labor compliance program certification, and a fidelity bond for non profit organizations are special requirements affecting payment requests. The Special Requirements section starting on page 15 explains how and when each requirement must be met.
4. GRANTEES request final payment after PROJECT COMPLETION by sending a GRANT COMPLETION PACKET to OGALS. OGALS conducts a final site inspection for DEVELOPMENT projects before final payment is approved.

End of Grant Performance Period

5. GRANT funds liquidate at the end of the GRANT PERFORMANCE PERIOD. GRANT COMPLETION PACKETS must be sent to OGALS no later than three months before the end of the GRANT PERFORMANCE PERIOD.

- OGALS recommends that GRANTEES send GRANT COMPLETION PACKETS to OGALS at least six months prior to the end of the GRANT PERFORMANCE PERIOD. Six months provides adequate time for OGALS to review GRANT COMPLETION PACKETS, request and receive revisions to GRANT COMPLETION PACKETS if necessary, conduct final site inspections, and process final payments through the State Controller’s Office.

- OGALS cannot guarantee that the State Controller’s Office can process final payments by the end of the GRANT PERFORMANCE PERIOD, if GRANT COMPLETION PACKETS are received less than three months before the end of the GRANT PERFORMANCE PERIOD.

- If the State Controller’s Office is unable to process payments before the end of the GRANT PERFORMANCE PERIOD, unpaid balances of GRANT funds will revert to the Legislature.

Accounting and Audit  page 44

6. DPR’s Audits Office may conduct an audit. The GRANTEE is required to keep all PROJECT records for five years following the final GRANT payment.
GRANT CONTRACTS

The following section contains a sample GRANT CONTRACT, a sample CEQA PENDING CONTRACT, and their CONTRACT provisions.

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

Grant Contract

GRANTEE ______________________________________

GRANT PERFORMANCE PERIOD is from ___________ through ___________

CONTRACT PERFORMANCE PERIOD is from ___________ through ___________

PROJECT TITLE __________________________________ APPLICATION NUMBER ___________

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, 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 as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

Total State grant amount not to exceed $ ______________

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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By ______________________________________

Grantee

By ______________________________________

Typed or printed name of Authorized Representative

By ______________________________________

Signature of Authorized Representative

Title ______________________________________

Date __________________________ Date __________________________

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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<td>CHAPTER STATUTE FISCAL YEAR</td>
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</table>

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

1. This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," or "STATE") and ____________ (hereinafter referred to as "GRANTEE").

2. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 authorizes STATE to award grants to eligible entities for the purpose of Division 43 of the Public Resources Code.

3. Pursuant to the Statewide Park Development and Community Revitalization Act of 2008, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this three hundred sixty eight million ($368 million) grant program was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b)).

4. Pursuant to the Proposition 84 2006 Bond Act, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for the ninety three million ($93 million) Nature Education Facilities Program grant program was made available through the Parks and Nature Education Facilities chapter in Proposition 84. (Public Resources Code Division 43, Chap. 8, §75063 (b)).

5. Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b)., STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this three hundred sixty eight million ($368 million) grant program was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b)).

6. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed ____________________ Dollars ($ ____________), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

7. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

8. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.

   a. The GRANT ADMINISTRATION GUIDE;
   b. The APPLICATION GUIDE;
   c. The submitted APPLICATION.
II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the statutory basis for these grant programs.

2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.

4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.

5. The term "COMPETITIVE GRANT PROGRAM" means the Statewide Park Program or Nature Education Facilities Program.

6. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.

7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.

9. The term "GUIDES" means the documents identified as the “Application Guide for the Statewide Park Development and Community Revitalization Act of 2008”, or the “Application Guide for the Nature Education Facilities Program” and the “Grant Administration Guide”. The GUIDES provide the procedures and policies controlling the administration of the grant.

10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section 1 of this AGREEMENT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT.

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

2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE’S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.
To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in the contract face sheet, and under the terms and conditions of this contract.

4. 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.).

5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and 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.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the 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 ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account. If GRANT MONIES are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.

2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. 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.

3. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end
of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in the contract face sheet.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this contract and the GRANTEE shall make said property available for inspection upon 24 hours notice from the STATE.

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.

6. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. Unless the provisions of this AGREEMENT provide otherwise, after encumbrance, this contract may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of this AGREEMENT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the STATE by way of GRANT MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this AGREEMENT by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this AGREEMENT. The GRANTEE further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this AGREEMENT by the GRANTEE shall be the specific performance of this contract, unless otherwise agreed to by the STATE.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, 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 a reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this AGREEMENT.
G. Indemnity

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. To the fullest extent of the law, 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 STATE shall bear its own litigation costs, expenses, and attorney’s fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.

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 and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees to operate and maintain any 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, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE’s jurisdiction.

3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the State and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired or developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the State.

5. The GRANTEE agrees to use any property acquired or developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by STATE.

6. The property acquired or developed may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.

7. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the State of California, acting through the DPR, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR’s rights to enforce performance under the Grant Contract.

8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

9. 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, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of a specific facility included in the GRANT SCOPE.

2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE’S rights under this AGREEMENT 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.

M. Assignability

Without the written consent of the STATE, the GRANTEE’S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part.

N. Section Headings

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

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

Grantee

By: __________________________________________

Signature of Authorized Representative (Position Authorized in the Resolution)

Title: _________________________________________

Date: _________________________________________

CEQA Pending Contract

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

GRANTEE

GRANT PERFORMANCE PERIOD for CEQA compliance is from _________ through _________

PROJECT TITLE __________________________ APPLICATION NUMBER _________

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 State grant amount indicated below to pay for CEQA compliance.

The Grantee agrees to complete CEQA compliance for the Project as defined in the GRANT SCOPE/Cost Estimate Form of the application filed with the State of California referenced by the application number indicated above.

If CEQA compliance is not complete within twelve months from grant award announcement, the STATE may unilaterally rescind the grant award.

Total State grant amount not to exceed $ _________

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

Grantee

By (Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title __________________________ Date ______________

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

<table>
<thead>
<tr>
<th>AMOUNT OF ESTIMATE $</th>
<th>CONTRACT NUMBER</th>
<th>FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADJ. INCREASING ENCUMBRANCE $</td>
<td>APPROPRIATION</td>
<td></td>
</tr>
<tr>
<td>ADJ. DECREASING ENCUMBRANCE $</td>
<td>ITEM CALSTARS VENDOR NUMBER</td>
<td></td>
</tr>
<tr>
<td>UNENCUMBERED BALANCE $</td>
<td>LINE ITEM ALLOTMENT</td>
<td>CHAPTER</td>
</tr>
<tr>
<td>T.B.A. NO.</td>
<td>B.R. NO.</td>
<td>INDEX</td>
</tr>
</tbody>
</table>

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 ____________ (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed ________________ Dollars ($_________), subject to the terms and conditions of this AGREEMENT. These funds shall be used for completion of CEQA compliance for the project identified in the GRANT SCOPE.

The Grant Performance Period for CEQA Compliance is from ____________ to ____________.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the COMPETITIVE GRANT PROGRAM as referred to in the contract face sheet.

2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "CEQA" means the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.

4. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.

7. The term "GUIDES" means the documents identified as the “Application Guide for the Statewide Park Development and Community Revitalization Act of 2008”, or the “Application Guide for the Nature Education Facilities Program” and the “Grant Administration Guide”. The GUIDES provide the procedures and policies controlling the administration of the grant.

B. CEQA Compliance Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended in carrying out the purposes of CEQA compliance for the project as set forth in the GRANT SCOPE referenced in the APPLICATION, and under the terms and conditions set forth in this AGREEMENT.
2. The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary for CEQA compliance.

3. The GRANTEE shall complete CEQA compliance in accordance with the time of the Performance Period set forth in Section I of this AGREEMENT, and under the terms and conditions of this contract and the GUIDES. If CEQA compliance is not complete within twelve months from grant award announcement, the STATE will unilaterally rescind the grant award.

C. 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.

D. Section Headings

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

E. Waiver

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

Grantee

By: ________________________________
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: ______________________________

Date: ______________________________

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: ________________________________

Date: ______________________________
Special Requirements

Pages 16-24 explain how and when each of the special requirements listed below must be met.

- Status Reports (page 16)
- Memorandum of Unrecorded Grant Agreement (page 17)
- Labor Compliance Program (page 19)
- Changes to the Grant Scope (page 21)
- Sign (page 22)

Additional Requirements for nonprofit GRANTEES:

- Fidelity Bond (page 23)
- Three-Bid Process (page 24)
Status Report

To monitor the progress of PROJECTS, every six months OGALS will send Status Reports to GRANTEES to complete. GRANTEES 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.

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: (Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc):
1)  

Acquisition and/or Construction (provide photos)
2)  

Potential Obstacles Affecting Completion
3)  

4) Total Funds Spent To Date Using This Grant $

5) Estimated Date of Project Completion:

6) Percentage of Project Complete:

7) On Time if not, explain below

8) Within Budget if not, explain below

9) Within Scope if not, explain below

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
Memorandum of Unrecorded Grant Agreement

The Memorandum of Unrecorded Grant Agreement (Memorandum) records a notice on the title of the PROJECT property stating that the property use has restrictions due to the GRANT CONTRACT with DPR.

- A Memorandum is required when the PROJECT property is owned by the GRANTEE.
- A Memorandum is not required when the PROJECT property is leased to the GRANTEE.

The following process will be used to meet the Memorandum requirement:

1. OGALS will send an unsigned Memorandum to the GRANTEE when it is required based on the following:
   - For projects involving ACQUISITION, the Memorandum is required after the property is acquired by the GRANTEE, and before any payment is approved for DEVELOPMENT costs.
   - For DEVELOPMENT only projects where the PROJECT site is owned in fee simple by the GRANTEE and CEQA is compete, the Memorandum is required before any payment is approved for construction costs. If CEQA is not compete, the Memorandum is required after CEQA compliance and before any payment greater than a CEQA PENDING ADVANCE is approved.

2. GRANTEE'S AUTHORIZED REPRESENTATIVE or designee signs and dates the Memorandum. GRANTEE attaches a "legal description of land where the PROJECT is located" (attachment A) to the Memorandum. The legal description can be obtained through a title report. GRANTEE notarizes the signed Memorandum and the legal description.

3. GRANTEE sends the notarized and signed Memorandum and the legal description to OGALS.

4. OGALS signs and notarizes the Memorandum, and returns the signed and notarized Memorandum to the GRANTEE for recordation.

5. GRANTEE records the signed and notarized Memorandum, and the attached legal description, with the County Clerk's Office.

6. GRANTEE provides OGALS a copy of the recorded and notarized Memorandum and the attached legal description. The copy must be stamped by the County Clerk, or the grantee must provide other evidence that it was filed with the County Clerk.
Recording requested by, and when recorded return to: State of California Department of Parks and Recreation Grants and Local Services Division 1416 9th Street, Room 918 Sacramento, CA 95814

Space above this line for Recorder's use

County: 
APN: 

Sample Memorandum Of Unrecorded Grant Agreement (subject to change)

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of ______________ (current date), is recorded to provide notice of an agreement between the State of California, acting by and through the Department of Parks and Recreation ("DPR"), and the _______________ ("Grantee").

RECITALS

A. On or about __________ (date grant contract was signed by DPR), DPR and Grantee entered into a certain Grant Agreement No. ______ (grant contract number), pursuant to which DPR granted to Grantee certain funds for the acquisition or improvement of certain real property, more particularly described in attached Exhibit A (legal description of the land) and incorporated by reference (the "Real Property").

B. Under the terms of the Grant Agreement, DPR reserved certain rights with respect to the Real Property acquired or improved with the grant funds.

C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain rights reserved by DPR under the Grant Agreement.

NOTICE

1. The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting by and through the Department of Parks and Recreation (DPR), or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the DPR located at: Office of Grants and Local Services (OGALS) 1416 9th Street, Room 918 Sacramento CA 95814

OGALS:

By: ____________________________
   Signature                        Date

Printed Name and Title

GRANTEE:

By: ____________________________
   Signature                        Date

Printed Name and Title (AUTHORIZED REPRESENTATIVE or designee)
Labor Compliance Program

All grantees must provide a Labor Compliance Program Certification Form (see next page) to OGALS before requesting any grant payment other than a CEQA pending advance.

Public Resource Code §75075 requires that on-site construction related work on public works projects, performed by a contractor, must have an approved Labor Compliance Program (LCP). The purpose of the LCP is to ensure that contractors comply with the prevailing wage and other applicable labor laws, and that payroll records follow generally accepted accounting practices.

Public agencies using their own work force are not required to have an approved LCP. All other grantees have two options to ensure compliance for on-site construction related work performed by a contractor(s):

1. Grantee can hire a labor compliance contractor certified by the Department of Industrial Relations. The labor compliance contractor’s role is to oversee the other contractors to ensure that the requirements of the LCP are met.

OR

2. Grantee can adopt or create a LCP which must be certified by the Department of Industrial Relations. The grantee will then be responsible for overseeing the contractors to ensure that the requirements of the LCP are met.

The LCP is an eligible construction cost. However, it is understood and acknowledged that OGALS is not liable for any violations by the grantee of the labor laws.

For further information regarding the LCP contact the Department of Industrial Relations. They are responsible for providing guidance for the creation and use of a LCP for your project. Their webpage at www.dir.ca.gov/LCP.asp provides a link to contact information, frequently asked questions, and LCP documents. In addition, Labor Code §§ 1770-1781 provides the statutory basis for the LCP requirements.
Labor Compliance Program Certification Form

Grantee: ____________________ PROJECT Number: ____________________

Grantee contact for labor compliance program purposes

Name: ____________________________________________________________

Address: _________________________________________________________

Phone: (___) _______ Email: ________________________________

I hereby certify that one of the following was done: (check appropriate box)

☐ The Grantee hired a labor compliance contractor certified by the Department of Industrial Relations to ensure that the requirements of the labor compliance program are met.

Or

☐ The Grantee adopted or created a labor compliance program that is certified by the Department of Industrial Relations to ensure that the requirements of the labor compliance program are met.

Or

☐ The Labor Compliance Program is not applicable because construction work for this project will be carried out by the public agency’s own work force.

Certification:
I represent and warrant that I have full authority to execute this Labor Compliance Program Certification Form on behalf of the Grantee. I declare that the foregoing certification for the above-mentioned Project is true and correct.

Grantee's AUTHORIZED REPRESENTATIVE  Title (position authorized in resolution)
(Printed or Typed name)

Grantee's AUTHORIZED REPRESENTATIVE  Date
(Signature of position authorized in resolution)
Scope Change Requests

To maintain the integrity of the competitive grant award process, any SCOPE CHANGE requests will be carefully evaluated and must be approved by OGALS in writing. This includes removal or addition of, or significant modification to, the FEATURES and MAJOR SUPPORT AMENITIES listed in the original GRANT SCOPE /Cost Estimate Form. OGALS discourages proposals that eliminate or greatly reduce a PROJECT’S recreational use or capacity. Therefore, SCOPE CHANGE proposals must include the documents listed below. Any revised documents must satisfy the requirements described in the Application Checklist in the Application Guide for the related program. In addition, each document must include a revision date on the top right corner.

1. A proposal letter signed by the AUTHORIZED REPRESENTATIVE. Contact your PROJECT OFFICER to confirm the information that must be included in the letter. The type of information varies based on the proposed SCOPE CHANGE. In general you will need to include:
   - A comparison between the original GRANT SCOPE and the proposed GRANT SCOPE’s range of recreational opportunities, projected number of users, and projected operating hours.
   - A comparison of the community based planning process used, if applicable, to develop the original GRANT SCOPE and the proposed GRANT SCOPE.
   - If the requested removal or modification is due to an unforeseen shortage of funds, provide information about your attempts to obtain funding from other local, state, federal, or private sources to complete the original GRANT SCOPE.

2. A revised GRANT SCOPE/Cost Estimate Form.

3. A new CEQA Compliance Certification Form is required if the change involves adding a FEATURE or MAJOR SUPPORT AMENITY not covered by the existing CEQA Compliance Certification Form.

4. A revised site plan showing the addition, removal, or modification of the FEATURE(s) or MAJOR SUPPORT AMENITY(s).

5. If the SCOPE CHANGE involves ACQUISITION, a revised ACQUISITION Map and ACQUISITION Schedule.
Project Sign

GRANTEES are required to post a sign or plaque at the PROJECT site to acknowledge the public’s support of the Bond Act. The exact language and logo requirements of the sign will be provided to GRANTEES.

- **Size, Shape, and Material:** With exception to the logo, there is no minimum or maximum size or shape requirement for the sign. Sign materials must be resistant to weather and graffiti.

- **Location:** Must be located where it can be easily read by the public.

- **Duration:** The sign must be in place by PROJECT COMPLETION, and must remain for four years after PROJECT COMPLETION.

- **Sign Cost:** The sign is an ELIGIBLE COST.
Fidelity Bond

(For Nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

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

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE’s existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current for at least 6 months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. A list of fidelity bond frequently asked questions is available on the OGALS web site at www.parks.ca.gov/grants.
Three-Bid Process

(For Nonprofit GRANTEES only)

Before awarding a contract for work on the PROJECT, nonprofit GRANTEES must go out to bid and obtain three bids from contractors. The bids must be reviewed by the nonprofit’s governing body.

GRANTEES may request a waiver for this process. To request a waiver, send a letter to the PROJECT OFFICER that explains why the waiver is needed.

Keep your records of the three-bid process for audit purposes. The Audit Checklist on page 45 requires the following:

- List of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Awarding by governing body (minutes of the meeting/resolution)
Eligible Costs – Statewide Park Program
This section provides rules and examples of ELIGIBLE COSTS for ACQUISITION and DEVELOPMENT for the Statewide Park Program.

ACQUISITION Costs

The following provide examples of ELIGIBLE COSTS for ACQUISITION.

<table>
<thead>
<tr>
<th>ACQUISITION COSTS (Up to 100% of GRANT Amount)</th>
<th>EXAMPLES (STATEWIDE PARK PROGRAM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase price of the property and other activities necessary to complete the ACQUISITION.</td>
<td>Appraisals, surveys</td>
</tr>
<tr>
<td></td>
<td>• Preliminary title reports</td>
</tr>
<tr>
<td></td>
<td>• Title insurance fees</td>
</tr>
<tr>
<td></td>
<td>• Escrow fees and purchase price</td>
</tr>
<tr>
<td></td>
<td>• Relocation costs: costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277.</td>
</tr>
<tr>
<td></td>
<td>• If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying displaced tenants in compliance with Government Code §§7260 – 7277.</td>
</tr>
<tr>
<td></td>
<td>• Employee services: see accounting rules for employee services on page 44.</td>
</tr>
<tr>
<td></td>
<td>• PROJECT/GRANT administration and accounting</td>
</tr>
</tbody>
</table>

DEVELOPMENT Costs

DEVELOPMENT includes PRE-CONSTRUCTION COSTS and CONSTRUCTION COSTS.

PRE-CONSTRUCTION is the phase that includes planning, design, construction documents, and permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

For the purpose of the GRANT, PRE-CONSTRUCTION COSTS occur:

- during the planning, design, and permit phase of the PROJECT, before construction can begin, and
- end when ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONSTRUCTION COSTS start when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary PRE-CONSTRUCTION phase has concluded.

The following charts provide examples of ELIGIBLE COSTS for PRE-CONSTRUCTION and construction costs.
<table>
<thead>
<tr>
<th>Pre-Construction Costs</th>
<th>Examples (Statewide Park Program)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Maximum 25% of Grant amount)</td>
<td></td>
</tr>
</tbody>
</table>
| Costs incurred during the planning, design, and permit phase of the project, before construction begins. | • Public meetings/focus groups/design workshop costs  
• Plans, specifications, construction documents, and cost estimates  
• Permits  
• CEQA  
• Premiums on hazard and liability insurance to cover personnel or property  
• Fidelity bond premium cost  
• Bid packages  
• Employee services: see accounting rules for employee services on page 44 for more info.  
• Project/Grant administration (excluding grant writing) and accounting. |

<table>
<thead>
<tr>
<th>Construction Costs</th>
<th>Examples (Statewide Park Program)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Up to 100% of Grant Amount)</td>
<td></td>
</tr>
</tbody>
</table>
| Costs incurred during the construction phase of the project when groundbreaking construction activities such as site preparation, grading, or gutting begins. | • Site preparation, grading, gutting  
• Foundation work  
• Purchase and installation of permanent equipment: playground equipment, benches, signs, display boards, sound systems, video equipment etc.  
• Construction supplies and materials: may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.  
• Construction equipment owned by grantee: equipment owned by the grantee may be charged to the grant for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the grant scope, and must be signed by the operator or supervisor.  
• Construction equipment rented or purchased by grantee: may also be rented or purchased, whichever is the most economical use of grant funds. For purchased equipment, the grant will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the grant scope. (Rental rates published by the California Department of Transportation may be used as a guide.) The grant will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. |
<table>
<thead>
<tr>
<th>CONSTRUCTION COSTS</th>
<th>EXAMPLES (STATEWIDE PARK PROGRAM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Up to 100% of GRANT Amount)</td>
<td>Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.</td>
</tr>
<tr>
<td>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</td>
<td>• Construction management: including site inspections, labor compliance program (page 19).</td>
</tr>
<tr>
<td></td>
<td>• Employee services – see accounting rules for employee services on page 44 for more info.</td>
</tr>
<tr>
<td></td>
<td>• PROJECT/GRANT administration and accounting</td>
</tr>
<tr>
<td></td>
<td>• Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, and communications.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INELIGIBLE COSTS</th>
<th>EXAMPLES OF INELIGIBLE COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannot be charged to the GRANT</td>
<td>• Outside the GRANT PERFORMANCE PERIOD – costs incurred before or after the GRANT PERFORMANCE PERIOD.</td>
</tr>
<tr>
<td></td>
<td>• Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs: (rent, mortgage payments, property taxes, utilities)</td>
</tr>
<tr>
<td></td>
<td>• Outside PARK/PROJECT site boundaries – Streets, traffic lights, or other infrastructure not located within the PARK/PROJECT site.</td>
</tr>
<tr>
<td></td>
<td>• Fundraising</td>
</tr>
<tr>
<td></td>
<td>• Food</td>
</tr>
<tr>
<td></td>
<td>• Grant Writing</td>
</tr>
</tbody>
</table>
ELIGIBLE COSTS – NATURE EDUCATION FACILITIES PROGRAM

This section provides rules and examples of ELIGIBLE COSTS for Nature Education Facilities Program PROJECTS. It also contains information on ineligible costs. ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD, from 07/01/09 to 06/30/17, can be reimbursed once a fully ENCUMBERED CONTRACT is in place. Any costs incurred before a GRANT is awarded and a CONTRACT fully ENCUMBERED are at the APPLICANT’S own risk. The GRANT ADMINISTRATION GUIDE provides additional information and instructions on payment requests and audit requirements.

Section 75081 of the Public Resources Code requires that all provisions of the State General Obligation Bond Law apply to Proposition 84 funds. This allows the expenditure of funds for tangible physical property. This includes planning and construction of new facilities, buildings, and structures as well as additions to, and modification of, existing buildings and facilities, and the equipment related to such construction. Funds may also be expended on fixed equipment that is either needed for initial occupancy and operation of a new FACILITY or needed to enhance the useful purpose of the FACILITY.

In general, GRANT funds may be used for:

- Any part of a building or FACILITY that directly provides, or helps to provide NATURE EDUCATION.
- Support facilities incorporated within the building or FACILITY that are considered necessary for its primary function, e.g., restrooms, related offices, storage and equipment space.
- Supplemental facilities that provide incidental services for visitors and/or revenue for the operation and maintenance of the PROJECT, e.g., gift shops, cafes, equipment rental shops.

GRANT funds may not be used for any part of a building or FACILITY which does not meet the intent of the program. Therefore, if the proposed function is unrelated to the need to provide, or support NATURE EDUCATION, the costs would be ineligible under this program. Examples include, but are not limited to unrelated office, storage and equipment space.
Development Costs

DEVELOPMENT costs are divided into two categories based on the phase of construction. The first phase includes PRE-CONSTRUCTION COSTS such as planning, design, and construction documents, and any permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

The second phase includes CONSTRUCTION COSTS which start after the necessary PRE-CONSTRUCTION phase has concluded. The construction phase begins with ground-breaking activities such as site preparation, grading, or gutting and continues through project completion.

The purchase and installation of MARINE RESEARCH EQUIPMENT is also a second phase cost.

<table>
<thead>
<tr>
<th>PRE-CONSTRUCTION (Max 25% of GRANT)</th>
<th>EXAMPLES (NATURE EDUCATION FACILITIES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITAL OUTLAY Costs incurred:</td>
<td>• Travel costs for mandatory state grant administration technical assistance workshops</td>
</tr>
<tr>
<td>• Within the GRANT PERFORMANCE PERIOD</td>
<td>• Public meetings/focus groups/design workshop costs</td>
</tr>
<tr>
<td>• Before construction begins</td>
<td>• Plans, specifications, construction documents, and cost estimates</td>
</tr>
<tr>
<td></td>
<td>• Design and engineering, surveys</td>
</tr>
<tr>
<td></td>
<td>• Permits</td>
</tr>
<tr>
<td></td>
<td>• Environmental impact reports, assessments, mitigation</td>
</tr>
<tr>
<td></td>
<td>• Premiums on hazard and liability insurance to cover personnel or property</td>
</tr>
<tr>
<td></td>
<td>• Fidelity bond premium cost</td>
</tr>
<tr>
<td></td>
<td>• Bid packages</td>
</tr>
<tr>
<td></td>
<td>• Direct project/grant management, administration and accounting. Does not include grant writing.</td>
</tr>
<tr>
<td></td>
<td>• Employee services: see accounting rules for employee services in the GRANT ADMINISTRATION GUIDE</td>
</tr>
<tr>
<td>CONSTRUCTION (Up to 100% of GRANT)</td>
<td>EXAMPLES (NATURE EDUCATION FACILITIES)</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td><strong>CAPITAL OUTLAY Costs Incurred:</strong></td>
<td>• Site preparation, grading, gutting, foundation work, surveys</td>
</tr>
<tr>
<td>• Within the GRANT PERFORMANCE PERIOD</td>
<td>• Alteration, renovation, additions including modifications of existing buildings, structures or other facilities, which alters or upgrades the function, layout, capacity, or quality.</td>
</tr>
<tr>
<td>• After construction begins</td>
<td>• Construction management directly related to the project: including site inspections, labor compliance program (see the GRANT ADMINISTRATION GUIDE).</td>
</tr>
<tr>
<td></td>
<td>• Purchase and installation of marine wildlife conservation research equipment</td>
</tr>
<tr>
<td></td>
<td>• Fixed equipment needed for initial occupancy and operation of a new facility or space, such as heating and air conditioning units.</td>
</tr>
<tr>
<td></td>
<td>• Fixed equipment needed to enhance the useful purpose of the facility including construction and installation of exhibit structures and the fixed equipment within exhibits including:</td>
</tr>
<tr>
<td></td>
<td>• Exhibit production including materials, fabrication and installation of object display elements, lighting.</td>
</tr>
<tr>
<td></td>
<td>• LCD monitors and/or projectors attached or inset, and wiring, hardware to enhance or upgrade computers to enable more complex programs</td>
</tr>
<tr>
<td></td>
<td>• Media players for high definition video and high quality audio, including speakers, and amplification systems</td>
</tr>
<tr>
<td></td>
<td>• Specialized media cabinets to house computers or systems</td>
</tr>
<tr>
<td></td>
<td>• Control devices that enable the use of the media.</td>
</tr>
<tr>
<td></td>
<td>• Interpretive signs, exhibit labels and graphics</td>
</tr>
<tr>
<td></td>
<td>• Construction and installation of interpretive signs and exhibit structures</td>
</tr>
<tr>
<td></td>
<td>Does not include items for display e.g., collections, specimens, artifacts, animals, fish</td>
</tr>
<tr>
<td></td>
<td>Does not include materials or programs including brochures, audio programs, videos, films.</td>
</tr>
<tr>
<td></td>
<td>• Employee services – see accounting rules for employee services in the GRANT ADMINISTRATION GUIDE</td>
</tr>
<tr>
<td></td>
<td>• Project/grant management, administration, accounting</td>
</tr>
<tr>
<td></td>
<td>• Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, and communications.</td>
</tr>
<tr>
<td></td>
<td>• Construction supplies and materials: May be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.</td>
</tr>
<tr>
<td></td>
<td>• Construction equipment owned by grantee may be charged to the grant for each use.</td>
</tr>
<tr>
<td></td>
<td>• Rental rates published by the California Department of</td>
</tr>
<tr>
<td>CONSTRUCTION (Up to 100% of GRANT)</td>
<td>EXAMPLES (NATURE EDUCATION FACILITIES)</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Transportation may be used as a guide.</td>
<td></td>
</tr>
<tr>
<td>• For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.</td>
<td></td>
</tr>
<tr>
<td>• Construction equipment rented or purchased by grantee whichever is the most economical use of grant funds.</td>
<td></td>
</tr>
<tr>
<td>• If purchased, the grant will pay for the rental price equivalent in proportion to the time the equipment is used for the grant scope.</td>
<td></td>
</tr>
<tr>
<td>• Rental rates published by the California Department of Transportation may be used as a guide.</td>
<td></td>
</tr>
<tr>
<td>• Grant will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent</td>
<td></td>
</tr>
<tr>
<td>• Any funds earned from the sale of equipment purchased with the grant must be spent on the project.</td>
<td></td>
</tr>
<tr>
<td>INELIGIBLE COSTS</td>
<td>EXAMPLES (NATURE EDUCATION FACILITIES)</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Cannot be charged to the grant</td>
<td>• Outside the grant performance period, i.e., costs incurred before or after the grant performance period.</td>
</tr>
<tr>
<td></td>
<td>• Any part of a building or facility which does not meet the intent of the program, and is not related to the need to provide, or support NATURE EDUCATION. Examples include, but are not limited to, unrelated office, storage and equipment space.</td>
</tr>
<tr>
<td></td>
<td>• Outside park/project site boundaries, i.e., streets, traffic lights, or other infrastructure not located within the park/project site.</td>
</tr>
<tr>
<td></td>
<td>• Indirect costs, i.e., overhead business expenses of the grantee’s fixed or ordinary operating costs including rent, mortgage payments, property taxes, utilities</td>
</tr>
<tr>
<td></td>
<td>• Objects/Items for display e.g., collections, specimens, artifacts, animals, fish</td>
</tr>
<tr>
<td></td>
<td>• Materials or programs including brochures, audios, videos, films.</td>
</tr>
<tr>
<td></td>
<td>• Costs for developing or staffing programs, e.g., interpretive, nature education</td>
</tr>
<tr>
<td></td>
<td>• Software, licensing fees, and other costs related to the use of the software.</td>
</tr>
<tr>
<td></td>
<td>• Relocation, including temporary &quot;swing space&quot; while a project is under construction and moving expenses.</td>
</tr>
<tr>
<td></td>
<td>• Repairs and maintenance intended to keep a facility functional at its designed level of services and life expectancy.</td>
</tr>
<tr>
<td></td>
<td>• Movable equipment such as tables, chairs, table top computers, etc</td>
</tr>
<tr>
<td></td>
<td>• Food</td>
</tr>
<tr>
<td></td>
<td>• Fundraising</td>
</tr>
<tr>
<td></td>
<td>• Grant Writing</td>
</tr>
</tbody>
</table>
GRANT Payments
This section is organized by the three types of payments, which are:

- ADVANCE payments (see page 33)
- REIMBURSEMENT payments (see page 37)
- Final payment (see page 38)

GRANT payments before the final payment may not exceed 80% of the GRANT amount. 20% of the GRANT amount is retained for the final payment as a REIMBURSEMENT.

The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than $10,000 are encouraged.

Payment requests are processed through the State Controller’s Office and are mailed to the GRANTEE approximately six weeks from the date the request is approved by OGALS.

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

ADVANCE Payments
ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments as a privilege, not a right. OGALS reserves the right to disapprove ADVANCE payments.

The following section describes ADVANCE payments for ACQUISITION and DEVELOPMENT costs.

There are three possible types of ADVANCE payments:

1. CEQA PENDING ADVANCE
2. ACQUISITION ADVANCE
3. DEVELOPMENT ADVANCE

1. CEQA PENDING ADVANCE:

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Document to Send to PROJECT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEQA PENDING ADVANCE</td>
<td>After the CEQA PENDING CONTRACT has been ENCUMBERED.</td>
<td>Payment Request Form</td>
</tr>
</tbody>
</table>

- CEQA PENDING ADVANCES will be limited to less than or equal to ten percent of the GRANT amount and will be based on APPLICANTS’ estimated costs for CEQA compliance.

- Costs incurred using CEQA PENDING ADVANCES fall within the 25% GRANT amount limit on PRE-CONSTRUCTION COSTS.
2. ACQUISITION ADVANCE:

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVANCES up to 80% of the GRANT amount for ACQUISITION</td>
<td>After the GRANT CONTRACT has been ENCUMBERED, and escrow is open.</td>
<td>The four required items to request an ADVANCE payment into escrow. (explained below)</td>
</tr>
</tbody>
</table>

These four items are required to request an ADVANCE payment into escrow for ACQUISITION:

1. A letter on the GRANTEE’S letterhead, addressing all of the following elements, and signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE:
   
   a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
   
   b) GRANT CONTRACT number and amount of GRANT funds requested.
   
   c) A statement by the GRANTEE that “the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the GRANT SCOPE and fulfillment of the CONTRACT provisions.”
   
   d) A statement by the GRANTEE that “all funds (exclusive of the GRANT funds to be provided under this Agreement) needed for the completion of the ACQUISITION of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds.” In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.

2. Cover page of the preliminary title report.

3. CEQA Compliance Certification Form (if not yet provided).

4. Payment Request Form. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person. See page 39.

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

Returning Unexpended Advanced Funds for ACQUISITION:

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

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
</table>
| ADVANCE(s) up to 50% of GRANT amount             | After the GRANT CONTRACT has been ENCUMBERED, CEQA is complete, and construction will commence during the next six months | • Payment Request Form  
• Payment Schedule (see page 35 for instructions)  
• Copy of signed construction contract and a notice to proceed (between GRANTEE and contractor) if applicable.  
• Labor Compliance Certification Form  
• CEQA Compliance Certification Form  
• Memorandum of Unrecorded Grant Agreement  
• Fidelity bond for non profit GRANTEES |

Payment Schedule

A payment schedule is required for a DEVELOPMENT ADVANCE. The payment schedule must provide the following information:

- A month by month estimate, up to six months, showing the anticipated amount needed.
- To which entity the GRANTEE will pay using the ADVANCED funds (FORCE ACCOUNT or name of contractors).

Six Month ADVANCE Period - Documenting Expenditure of Advanced Funds and Interest

GRANT funds ADVANCED and any interest earned, must be spent on ELIGIBLE COSTS within six months and documented on the Grant Expenditure Form.

Six Month ADVANCE Period - 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, spend the interest on ELIGIBLE COSTS, and return the unspent GRANT funds to OGALS.

* If not yet provided.
**Subsequent ADVANCES**

A Grant Expenditure Form documenting expenditure of the total amount of previously ADVANCED funds plus interest must be provided to OGALS before additional payments can 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. A Grant Expenditure Form documenting that the majority of ADVANCED funds have been spent.

3. A payment schedule with a month by month estimate showing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested ADVANCE.
Reimbursement Payments

There are two possible types of REIMBURSEMENT payments before the final payment:

1. ACQUISITION Reimbursement
2. DEVELOPMENT Reimbursement

1. ACQUISITION Reimbursement

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>REIMBURSEMENT of up to 80% of GRANT amount before final payment</td>
<td>After the CONTRACT is ENCUMBERED and the GRANTEE incurred ACQUISITION costs for work related to the GRANT SCOPE.</td>
<td>• Payment Request Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Grant Expenditure Form</td>
</tr>
</tbody>
</table>

2. DEVELOPMENT Reimbursement

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>REIMBURSEMENT of up to 80% of GRANT amount before final payment</td>
<td>After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE</td>
<td>• Payment Request Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Grant Expenditure Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Labor Compliance Certification Form</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Memorandum of Unrecorded Grant Agreement (page 17)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Fidelity bond for non profit GRANTEES.</td>
</tr>
</tbody>
</table>

* If not yet provided.
Final Payments

For the recommended deadline to request a final payment, see page 2 item 6. The final payment (20% retention of the Grant amount) will be processed after Project Completion and the following is approved by OGA/L:

1. Approval of the Grant Completion Packet (see page 40) and additional required documents in the charts below.

2. Site inspection by the Project Officer to verify Project Completion.

### Final Payment Requirements for Grant Scopes with Acquisition Costs

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to Project Officer</th>
</tr>
</thead>
</table>
| Final (20% retention of Grant amount) | After the Grantee completes the Grant Scope | GRANT COMPLETION PACKET  
|                                  |                                             | Escrow closing statement                                  |
|                                  |                                             | Recorded deed to the property                            |
|                                  |                                             | Relocation costs letter (if applicable) signed by the AUTHORIZED REPRESENTATIVE. The letter must list the relocation amounts (charged to the Grant) for each tenant displaced by the ACQUISITION. No more than the maximum relocation amount pursuant to Government Code §§7260 – 7277 can be paid for by the Grant. |

### Final Payment Requirements for Grant Scopes with Development Costs

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to Project Officer</th>
</tr>
</thead>
</table>
| Final (20% retention of Grant amount) | After the Grantee completes the Grant Scope | GRANT COMPLETION PACKET  
|                                  |                                             | Labor Compliance Certification Form *                     |
|                                  |                                             | Memorandum of Unrecorded Grant Agreement (page 17)       |
|                                  |                                             | Fidelity bond for non profit GRANTEES. *                  |

* If not yet provided.
Payment Request Form

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

PAYMENT REQUEST FORM

See instructions on reverse.

<table>
<thead>
<tr>
<th>1. PROJECT NUMBER</th>
<th>2. CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. GRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. PROJECT TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. TYPE OF PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance</td>
</tr>
<tr>
<td>Reimbursement</td>
</tr>
<tr>
<td>Final</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. PAYMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Round all figures to the nearest dollar)</td>
</tr>
<tr>
<td>a. Grant Amount</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>b. Funds Received To Date</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>c. Available (a. minus b.)</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>d. Amount Of This Request</td>
</tr>
<tr>
<td>$</td>
</tr>
<tr>
<td>e. Remaining Funds After This Payment (c. minus d.)</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. SEND WARRANT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY NAME</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CITY/STATE/ZIP CODE</td>
</tr>
<tr>
<td>ATTENTION</td>
</tr>
</tbody>
</table>

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 payment request are true.

SIGNATURE OF POSITION AUTHORIZED IN RESOLUTION

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE

<table>
<thead>
<tr>
<th>DATE</th>
</tr>
</thead>
</table>

Payment Request Form Instructions

- Legibly type or print all entries
- Round off all amounts to the nearest dollar

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

1. PROJECT Number - The number assigned by OGALS to the 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
   • Or escrow/title company name, address and contact person if requesting an
     advance to be placed in escrow for ACQUISITION
8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution or delegated
    authority.
GRANT Expenditure Form

PROJECT Number

<table>
<thead>
<tr>
<th>Warrant/Check # (1)</th>
<th>Date (2)</th>
<th>Recipient (3)</th>
<th>Purpose (4)</th>
<th>Pre-Construction Amount (5)</th>
<th>Acquisition and/or Construction Amount (6)</th>
</tr>
</thead>
</table>

PRE-CONSTRUCTION Subtotal (5) $__________

Construction Subtotal (6) $__________

Grand Total (5) + (6) $__________

List only ELIGIBLE COSTS charged to the GRANT.

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

If FORCE ACCOUNT LABOR or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number. (see page 44)

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

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

Column (4) Brief description of cost, such as "design", "permits", "construction."

Column (5) PRE-CONSTRUCTION costs subject to the 25% cap (see ELIGIBLE COSTS, page 25).

Column (6) ACQUISITION or DEVELOPMENT costs eligible for up to 100% of GRANT amount. (see ELIGIBLE COSTS, page 25).

An electronic version of this form is available at www.parks.ca.gov/grants.

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

To request the final payment and close out the GRANT, the GRANTEE must provide the following four documents after PROJECT COMPLETION. (For the recommended deadline to request a final payment, see page 2, #5.)

1. Payment Request Form (page 39)

2. GRANT Expenditure Form (page 41)
   - For GRANT SCOPES with ACQUISITION Costs, also provide the documents listed in the “Final Payment requirements for GRANT SCOPES with ACQUISITION Costs” chart on page 38.

3. PROJECT COMPLETION Certification (page 42)
   - OGA LS recommends that the GRANTEE file a “notice of completion” with the County Recorder pursuant to Civil Code §3093. The purpose of the “notice of completion” is to limit the period of time when a mechanic’s lien may be recorded against a construction project. Filing the “notice of completion” is not a GRANT completion requirement.

4. Photo of the PROJECT sign (page 22)
PROJECT COMPLETION Certification

Grantee: ____________________________ PROJECT Number: ____________________________

Grantee contact for audit purposes

Name: _______________________________________________________________________

Address: ____________________________________________________________________

Phone: (____) __________ Email: ________________________________________________

PROJECT COMPLETION – list the FEATURES and MAJOR SUPPORT AMENITIES developed and/or the
property acquired (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 charged to the Grant.

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 is 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 of the position authorized in the Resolution

Grantee’s AUTHORIZED REPRESENTATIVE (Signature) Date
ACCOUNTING AND AUDITS

Contact the DPR Audits Office at (916) 445-8999 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, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (FORCE ACCOUNT LABOR)

Grantees must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, recording actual time spent on the PROJECT, and describing the specific work performed on the PROJECT during that time.
- Time estimates for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify specific work performed during the 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 page 45, 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 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. Listed below are some of the items the auditor will examine during the review. The GRANTEE must have these records available in a central location ready for review once an audit date and time has been confirmed. Contact DPR’s Audits Office at (916) 445-8999 for questions about audit requirements.

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

**FORCE ACCOUNT LABOR**

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

**IN-HOUSE EQUIPMENT**

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

**MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS**

- Purchase orders/Contracts/Service Agreements

---

2* 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.

** Payments (actual cancelled checks/warrants**)

**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
- Canceled checks/warrants (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 fund’s advanced Interest on grant ADVANCES is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

**AGREEMENT/CONTRACTS**

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

---

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

** Front and back if copied.
DEFINITIONS

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

ACQUISITION – to obtain fee simple title of real property or a permanent easement, which gives permanent rights to use the property for the purposes of the GRANT SCOPE. A lease or rental is not considered ACQUISITION.

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 requesting GRANT funding through a competitive process.

APPROPRIATION DATE – when program funding is authorized by the legislature. The Statewide Park Program APPROPRIATION DATE is July 1, 2009 for round one GRANT awards is to be determined for round two GRANT awards. The Nature Education Facilities Program APPROPRIATION DATE is July 1, 2009.

AUTHORIZED REPRESENTATIVE – the APPLICANT’S/GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE may designate an alternate by informing OGALS in writing.

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 http://ceres.ca.gov/ceqa/.

CEQA PENDING ADVANCE – A preliminary ADVANCE paid through a CEQA PENDING CONTRACT for the estimated costs of CEQA compliance.

CEQA PENDING CONTRACT – an agreement between the DPR and the GRANTEE specifying performance of CEQA compliance within twelve months from the date of the GRANT AWARD. The CEQA PENDING CONTRACT is limited to the GRANTEE’S estimated costs for CEQA compliance, and cannot exceed ten percent of the GRANT AMOUNT.

CONSTRUCTION COSTS – costs incurred 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, and other GRANT obligations between the GRANTEE and DPR.

DEVELOPMENT – the physical improvement of real property including the construction of facilities or structures.

DPR – the California Department of Parks and Recreation.
ELIGIBLE COSTS — expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through an ENCUMBERED CONTRACT.

ENCUMBERED — When the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and DPR. At this point the funds are reserved by the state for the purpose of funding the PROJECT.

FEATURE —

FORCE ACCOUNT LABOR — use of the GRANTEE’s employees working on the GRANT SCOPE.

GRANT — funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANT COMPLETION PACKET — The documents listed on page 41 that are required in order to request final GRANT payment following PROJECT COMPLETION.

GRANTEE — an entity having an ENCUMBERED CONTRACT with DPR.

GRANT PERFORMANCE PERIOD — period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the GRANT, as specified in the ENCUMBERED CONTRACT.

GRANT SCOPE — The FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

MAJOR SUPPORT AMENITY—
1. A Parking lot, restroom building, and other non-recreational facilities located within a PROJECT site.
2. An improvement to the appearance of the general PROJECT site such as landscaping and public art additions, only when estimated to cost $50,000 or more at the time of Application.

MINOR SUPPORT AMENITY — a permanent single purpose stand-alone item that is not a FEATURE, including but not limited to a sign, bench, and drinking fountain estimated to cost less than $50,000 at the time of APPLICATION.

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

PRE-CONSTRUCTION COSTS — costs incurred subject to the 25% cap on the GRANT during the planning, design, and permit phase of the PROJECT before construction can begin.
PROJECT – the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT
SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the FEATURES and MAJOR SUPPORT AMENITIES listed in the
GRANT SCOPE /Cost Estimate Form are complete and the facilities are open and
useable by the public. With approval by OGALS, project completion may occur before
the facilities are open and useable by the public.

PROJECT OFFICER – an OGALS employee who acts as a GRANT administration contact
for APPLICANTS and GRANTEES.

REIMBURSEMENT – GRANT payment made to the GRANTEE after the GRANTEE incurred
costs by making a payment to a contractor or vendor.

SCOPE CHANGE
1. Adding FEATURES and MAJOR SUPPORT AMENITIES, or modifying a FEATURE to
   significantly increase its use or capacity
2. Removing FEATURES and MAJOR SUPPORT AMENITIES, or modifying a FEATURE to
   significantly decrease its use or capacity
3. Changing PROJECT site location

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to
complete the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost
Estimate Form.
AGENDA DESCRIPTION:

Consideration and possible action regarding the Resolution to approve the filing of the grant application and identify additional funding sources required by the California Proposition 84 Statewide Park Program Grant for the proposed project at the Urho Saari Swim Stadium. (Fiscal Impact: FY 10-11 $0; FY 11-12: estimated $700,000 from Aquatics Trust Fund).

RECOMMENDED COUNCIL ACTION:

1. Approve the use of available balance in the designated Aquatics Trust account. Funds will be utilized for costs that exceed the requested $5 million pending grant award.
2. Approve the resolution to file the grant application.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Community Fact Finder Report
2. Resolution
3. Grant Administration Guide
4. Design Schematic for Project Site

FISCAL IMPACT: FY 10-11 $0; FY 11-12: estimated $700,000 from Aquatics Trust Fund

Amount Budgeted: $0
Additional Appropriation: $0
Account Number(s): TBD

ORIGINATED BY: Meredith Petit, Recreation Superintendent
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Doug Willmore, City Manager

BACKGROUND & DISCUSSION:

On November 7, 2006, Californian voters passed Proposition 84, the $5.4 billion “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006”. Included in Chapter 9 of Prop 84 is the Statewide Park Program, a $368 million grant program that will award grants on a competitive basis for the creation of new parks and new recreation opportunities in proximity to the most critically underserved communities across California. These projects will benefit the health of families, youth, senior citizens, and other population groups by meeting their recreational, cultural, social, educational, and environmental needs. Grant Awards can range from $100,000 to $5 million and do not require matching funds.

For a project to be eligible for Prop 84 grant funding, the community within proximity (1/2-mile radius) of the project site must either have a ratio of less than 3 acres of usable park space per 1,000 residents, or the median household income of census tracts in proximity (1/2-mile radius) to the project must be lower than $47,331. Existing parks and vacant properties within the City of El Segundo do not fall below the maximum median household income requirement, therefore requiring any eligible project site be in a locale that registers park acreage per 1,000 residents to be fewer than three acres. Furthermore, few existing park sites within the City of El Segundo qualify as eligible
locations due to the number of parks in the community and their proper placement and proximity to a wide range of residents. The existing Urho Saari Swim Stadium passes the requirement only when calculated from the westernmost border of the property of the Richmond Street Field site, where the park acreage per 1,000 residents in proximity is approximately 2.57 acres. These factors are illustrated in the attached Community Fact Finder report.

It is important to note that although some parks that may meet the eligibility requirement of fewer than 3 acres per 1,000 residents, they have been deemed not feasible to pursue at this time due to other limitations contained in the application guidelines and a reasonable assessment of the needs of the community, such as land agreement restrictions, lack of space to expand, and/or no critical need at the location.

Over the course of nearly six years, the Department of Recreation and Parks, the City, and its stakeholders have been steadily working towards a future Aquatics Facility that would serve the needs of the community. In 2009 the Pool Alternatives Study was finalized after input from the community and offered various design plans and cost estimates for three potential locations. The design plan labeled "Option 1C at Urho Saari Swim Stadium" was created collaboratively by a workgroup consisting of city staff, elected and appointed officials, and representatives from the El Segundo Unified School District. Currently, the Planning Department is circulating the Draft Environmental Impact Report studying the various pool alternatives and has identified potential areas of concern that would be addressed during the final design process. All pool alternatives remain viable options for future development, however, Option 1C is the only eligible project for purposes of obtaining grant funding through the Proposition 84 Statewide Park Program.

Phase One of Option 1C at the Urho Saari Swim Stadium site calls for the construction of a new outdoor competition pool on the north side of the facility, which is currently part of the Richmond Street School grounds. The 40-meter competition pool would also facilitate the proper specifications for 25-meter by 25-yard short course swim and deep water polo. The project also calls for some renovations and construction of a mechanical room, office and storage area, restrooms and locker rooms, landscaping and seating areas, the relocation of the existing school play area, and enhancement to the adjacent Richmond Street Playfield that includes re-grading to create a flat smooth playfield, new light poles, and joint use parking lots on the east and west sides of the site. The estimated cost for Phase One is nearly $5.7 million, to which an award of $5 million would cover most of the expenses with the City utilizing previously allocated funds to cover the remaining portion. It is important to note, however, that the grant awards are administered in a reimbursement format, meaning that the City must "front" the expenses to the project to be reimbursed in full by the State at completion.

The attached resolution seeks City Council approval to submit a final application for the Prop 84 Statewide Park Program Grant. The resolution also certifies that the City has sufficient funds to complete the project, has sufficient funds to operate and maintain the project, agrees to the provisions contained in the Grant Administration Guide, delegates the City Manager as the signature authority on official documents, and agrees to comply with all applicable laws, regulations, and guidelines.
This is your Community FactFinder report for the project you have defined. Please refer to your Project ID in any future communications about this project.

Project ID: 21445
Date created: May 2, 2011
County: Los Angeles
City: El Segundo
Coordinates: 33.923972, -118.419399
Total Population: 7,498
Median Household Income: $87,064
Number of people below poverty line: 354
Park acreage: 19.29
Park acres per 1,000 population: 2.57

All numbers above have been calculated based on a ½ mile radius from the point location of your project. Demographics are figured by averaging population numbers over selected census block groups and using the percent of the block group within the project circle to determine the actual counts.

Parks and park acres are based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks acreage does not include major lakes or ocean. Users can send update information to: parkupdates@parks.ca.gov

Data Sources:
Demographics - Claritas Pop-Facts, block group level (2010)
Parks - Calif. Protected Areas Database v. 1.6 (Feb. 2011)
Resolution No: ________________

RESOLUTION OF THE ____________________________ City Council ____________________________

OF ____________________________

Approving the Application for STATEWIDE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

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

WHEREAS, the applicant will enter into a contract with the State of California to complete the grant scope project;

NOW, THEREFORE, BE IT RESOLVED that the ____________________________ hereby:

Approves the filing of an application for the ____________________________, and

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and

3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to ____________________________ to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and

5. 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 ____________________________ following a roll call vote:

Ayes: ____
Noes: ____
Absent: ____

__________________________________________
(Clerk)
January 14, 2010

GRANT ADMINISTRATION GUIDE

for Grants Awarded through Proposition 84

Statewide Park Program
and
Nature Education Facilities Program

State of California
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send Documents and Correspondence to:

<table>
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<tr>
<th>Street Address for Overnight Mail:</th>
<th>Mailing Address:</th>
</tr>
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<tr>
<td>Calif. Dept. of Parks and Recreation</td>
<td>Calif. Dept. of Parks and Recreation</td>
</tr>
<tr>
<td>Office of Grants and Local Services</td>
<td>Office of Grants and Local Services</td>
</tr>
<tr>
<td>1416 Ninth Street, Room 918</td>
<td>P.O. Box 942896</td>
</tr>
<tr>
<td>Sacramento, CA  95814</td>
<td>Sacramento, CA  94296-0001</td>
</tr>
</tbody>
</table>

Phone: (916) 653-7423

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

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

- Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.

- Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.

- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.

- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.
# TABLE OF CONTENTS

PROCESS FOR GRANTEES ........................................................................... 1

GRANT CONTRACTS ................................................................................. 3

  Grant Contract ...................................................................................... 3
  CEQA Pending Contract ...................................................................... 12

SPECIAL REQUIREMENTS ...................................................................... 15

  Status Report ....................................................................................... 16
  Memorandum of Unrecorded Grant Agreement .................................. 17
  Labor Compliance Program ................................................................. 19
  Scope Change Requests ...................................................................... 21
  Project Sign ......................................................................................... 22
  Fidelity Bond ....................................................................................... 23
  Three-Bid Process ............................................................................... 24

ELIGIBLE COSTS – STATEWIDE PARK PROGRAM .............................. 25

  ACQUISITION Costs ............................................................................. 25
  DEVELOPMENT Costs ......................................................................... 25

ELIGIBLE COSTS – NATURE EDUCATION FACILITIES PROGRAM .... 28

  Development Costs ............................................................................ 29

GRANT PAYMENTS .................................................................................. 33

  ADVANCE Payments .......................................................................... 33
  Reimbursement Payments .................................................................. 37
  Final Payments ................................................................................... 38
  Payment Request Form ...................................................................... 39
  GRANT Expenditure Form .................................................................. 41
  Grant Completion Packet .................................................................... 42
  PROJECT COMPLETION Certification .............................................. 43

ACCOUNTING AND AUDITS .................................................................. 44

  Accounting Requirements ................................................................. 44
  State Audit ......................................................................................... 44
  Audit Checklist .................................................................................. 45

DEFINITIONS ............................................................................................ 46

The meanings of words and terms shown in SMALL CAPS throughout this guide are defined starting on page 46.
Process for Grantees

Congratulations on your GRANT award! Use this guide for the administration of your GRANT awarded through the Statewide Park Program or Nature Education Facilities Program. This guide explains the requirements and provides forms for the administration of your GRANT.

We hope you will find this guide user-friendly. The meanings of words and terms shown in SMALL CAPS are in the Definitions Section starting on page 46.

Please contact OGALS with any questions or comments. Contact information for OGALS is given on the front cover of this guide, and a list of PROJECT OFFICERS is available at www.parks.ca.gov/grants.

Steps 1 through 6 below summarize the process and rules for GRANTEES.

Start of Grant Performance Period:

1. Your GRANT PERFORMANCE PERIOD will be shown on your CONTRACT.
   - Costs incurred before or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement.
   - ELIGIBLE COSTS incurred after the start of the GRANT PERFORMANCE PERIOD can be reimbursed once a CONTRACT is ENCUMBERED.

CONTRACTS page 3

2. APPLICANTS become GRANTEES when their CONTRACT is ENCUMBERED.
   - CEQA PENDING CONTRACTS will be sent for PROJECTS that are not yet CEQA compliant. The funding amount of CEQA PENDING CONTRACTS will be limited to APPLICANTS’ estimated costs for CEQA compliance, and cannot exceed ten percent of the GRANT AMOUNT. If the APPLICANT does not complete CEQA compliance within twelve months from GRANT award announcement, DPR may rescind the GRANT award.
   - For PROJECTS involving ACQUISITION, CONTRACTS will not be signed by DPR until APPLICANTS provide a letter or other document from the escrow company stating that the escrow is open or will be open within sixty days. If the APPLICANT does not open escrow within twelve months from GRANT award announcement, DPR may rescind the GRANT award.

Payments page 33

3. GRANTEES may request payments after CONTRACTS are encumbered. GRANT funds may only be expended on ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD.
   - Special Requirements:
     Status reports, a Memorandum of Unrecorded Grant Agreement, labor compliance program certification, and a fidelity bond for non profit organizations are special requirements affecting payment requests. The Special Requirements section starting on page 15 explains how and when each requirement must be met.
4. GRANTEEES request final payment after PROJECT COMPLETION by sending a GRANT COMPLETION PACKET to OGALS. OGALS conducts a final site inspection for DEVELOPMENT projects before final payment is approved.

End of Grant Performance Period

5. GRANT funds liquidate at the end of the GRANT PERFORMANCE PERIOD. GRANT COMPLETION PACKETS must be sent to OGALS no later than three months before the end of the GRANT PERFORMANCE PERIOD.

- OGALS recommends that GRANTEEES send GRANT COMPLETION PACKETS to OGALS at least six months prior to the end of the GRANT PERFORMANCE PERIOD. Six months provides adequate time for OGALS to review GRANT COMPLETION PACKETS, request and receive revisions to GRANT COMPLETION PACKETS if necessary, conduct final site inspections, and process final payments through the State Controller’s Office.

- OGALS cannot guarantee that the State Controller’s Office can process final payments by the end of the GRANT PERFORMANCE PERIOD, if GRANT COMPLETION PACKETS are received less than three months before the end of the GRANT PERFORMANCE PERIOD.

- If the State Controller’s Office is unable to process payments before the end of the GRANT PERFORMANCE PERIOD, unpaid balances of GRANT funds will revert to the Legislature.

Accounting and Audit  page 44

6. DPR’s Audits Office may conduct an audit. The GRANTEE is required to keep all PROJECT records for five years following the final GRANT payment.
GRANT CONTRACTS
The following section contains a sample GRANT CONTRACT, a sample CEQA PENDING CONTRACT, and their CONTRACT provisions.

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

Grant Contract

GRANTEE ____________________________

GRANT PERFORMANCE PERIOD is from ________________ through ________________

CONTRACT PERFORMANCE PERIOD is from ________________ through ________________

PROJECT TITLE ____________________________ APPLICATION NUMBER ________________

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, 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 as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

Total State grant amount not to exceed $ ________________

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

Grantee

Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title

Date

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

<table>
<thead>
<tr>
<th>AMOUNT OF ESTIMATE $</th>
<th>CONTRACT NUMBER</th>
<th>FUND</th>
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<tr>
<td>ADJ. INCREASING ENCUMBRANCE $</td>
<td>APPROPRIATION</td>
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<tr>
<td>ADJ. DECREASING ENCUMBRANCE $</td>
<td>ITEM CALSTARS VENDOR NUMBER</td>
<td></td>
</tr>
<tr>
<td>UNENCUMBERED BALANCE $</td>
<td>LINE ITEM ALLOTMENT</td>
<td>CHAPTER</td>
</tr>
<tr>
<td>T.B.A. NO.</td>
<td>B.R. NO.</td>
<td>INDEX</td>
</tr>
</tbody>
</table>

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF ACCOUNTING OFFICER

DATE

Grant Administration Guide for 2006
Bond Act (Proposition 84) Grants
I. RECITALS

1. This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," or "STATE") and ____________ (hereinafter referred to as "GRANTEE").

2. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 authorizes STATE to award grants to eligible entities for the purpose of Division 43 of the Public Resources Code.

3. Pursuant to the Statewide Park Development and Community Revitalization Act of 2008, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this three hundred sixty eight million ($368 million) grant program was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b).

4. Pursuant to the Proposition 84 2006 Bond Act, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for the ninety three million ($93 million) Nature Education Facilities Program grant program was made available through the Parks and Nature Education Facilities chapter in Proposition 84. (Public Resources Code Division 43, Chap. 8, §75063 (b).

5. Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b)., STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this three hundred sixty eight million ($368 million) grant program was made available through the Sustainable Communities and Climate Change Reduction chapter in Proposition 84. (Public Resources Code Division 43, Chapter 9, §75065(b).

6. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed ______________________ Dollars ($_____________), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

7. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

8. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.

   a. The GRANT ADMINISTRATION GUIDE;
   b. The APPLICATION GUIDE;
   c. The submitted APPLICATION.
II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the statutory basis for these grant programs.

2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.

4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.

5. The term "COMPETITIVE GRANT PROGRAM" means the Statewide Park Program or Nature Education Facilities Program.

6. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.

7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.

8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.

9. The term "GUIDES" means the documents identified as the "Application Guide for the Statewide Park Development and Community Revitalization Act of 2008", or the "Application Guide for the Nature Education Facilities Program" and the "Grant Administration Guide". The GUIDES provide the procedures and policies controlling the administration of the grant.

10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT.

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

2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.
To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in the contract face sheet, and under the terms and conditions of this contract.

4. 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.).

5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and 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.).

6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the 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 ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account. If GRANT MONIES are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.

2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. 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.

3. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end
of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in the contract face sheet.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this contract and the GRANTEE shall make said property available for inspection upon 24 hours notice from the STATE.

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.

6. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. Unless the provisions of this AGREEMENT provide otherwise, after encumbrance, this contract may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of this AGREEMENT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the STATE by way of GRANT MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this AGREEMENT by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this AGREEMENT. The GRANTEE further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this AGREEMENT by the GRANTEE shall be the specific performance of this contract, unless otherwise agreed to by the STATE.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, 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 a reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this AGREEMENT.
G. Indemnity

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. To the fullest extent of the law, 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 STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.

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 and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees to operate and maintain any 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, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE’s jurisdiction.

3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the State and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired or developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the State.

5. The GRANTEE agrees to use any property acquired or developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the State.

6. The property acquired or developed may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.

7. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the State of California, acting through the DPR, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR’s rights to enforce performance under the Grant Contract.

8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

9. 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, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of a specific facility included in the GRANT SCOPE.

2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE’S rights under this AGREEMENT 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.

M. Assignability

Without the written consent of the STATE, the GRANTEE’S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part.

N. Section Headings

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

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

Grantee

By: ________________________
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: ________________________

Date: ________________________
CEQA Pending Contract

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

GRANTEE ____________________________________________________________

GRANT PERFORMANCE PERIOD for CEQA compliance is from _______________ through _______________

PROJECT TITLE __________________________________ APPLICATION NUMBER ______________________

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 State grant amount indicated below to pay for CEQA compliance.

The Grantee agrees to complete CEQA compliance for the Project as defined in the GRANT SCOPE /Cost Estimate Form of the application filed with the State of California referenced by the application number indicated above.

If CEQA compliance is not complete within twelve months from grant award announcement, the STATE may unilaterally rescind the grant award.

Total State grant amount not to exceed $ ________________________________

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

Grantee ____________________________________________________________

By (Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title ________________________________ Date ________________________________

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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<th>AMOUNT OF ESTIMATE $</th>
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<td>B.R. NO.</td>
<td>INDEX</td>
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</tbody>
</table>

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 ____________ (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed _______________ Dollars ($__________), subject to the terms and conditions of this AGREEMENT. These funds shall be used for completion of CEQA compliance for the project identified in the GRANT SCOPE.

The Grant Performance Period for CEQA Compliance is from _____________ to ____________.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the COMPETITIVE GRANT PROGRAM as referred to in the contract face sheet.

2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "CEQA" means the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.

4. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this AGREEMENT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.

7. The term "GUIDES" means the documents identified as the "Application Guide for the Statewide Park Development and Community Revitalization Act of 2008", or the "Application Guide for the Nature Education Facilities Program" and the "Grant Administration Guide". The GUIDES provide the procedures and policies controlling the administration of the grant.

B. CEQA Compliance Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended in carrying out the purposes of CEQA compliance for the project as set forth in the GRANT SCOPE referenced in the APPLICATION, and under the terms and conditions set forth in this AGREEMENT.
2. The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary for CEQA compliance.

3. The GRANTEE shall complete CEQA compliance in accordance with the time of the Performance Period set forth in Section I of this AGREEMENT, and under the terms and conditions of this contract and the GUIDES. If CEQA compliance is not complete within twelve months from grant award announcement, the STATE will unilaterally rescind the grant award.

C. 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.

D. Section Headings

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

E. Waiver

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

Grantee

By: ________________________________
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: ________________________________

Date: ________________________________

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: ________________________________

Date: ________________________________
Special Requirements

Pages 16-24 explain how and when each of the special requirements listed below must be met.

- Status Reports (page 16)
- Memorandum of Unrecorded Grant Agreement (page 17)
- Labor Compliance Program (page 19)
- Changes to the Grant Scope (page 21)
- Sign (page 22)

Additional Requirements for nonprofit grantees:

- Fidelity Bond (page 23)
- Three-Bid Process (page 24)
Status Report

To monitor the progress of projects, every six months OGALS will send Status Reports to Grantees to complete. Grantees 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.

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: (Continue on another sheet if needed.)

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

Acquisition and/or Construction (provide photos)
2) ____________________________________________________________

Potential Obstacles Affecting Completion
3) ____________________________________________________________

4) Total Funds Spent To Date Using This Grant $ __________
5) Estimated Date of Project Completion: __________
6) Percentage of Project Complete: __________
7) On Time ______ if not, explain below
8) Within Budget ______ if not, explain below
9) Within Scope ______ if not, explain below

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 __________

Grant Administration Guide for 2006
Bond Act (Proposition 84) Grants
The Memorandum of Unrecorded Grant Agreement (Memorandum) records a notice on the title of the PROJECT property stating that the property use has restrictions due to the GRANT CONTRACT with DPR.

- A Memorandum is required when the PROJECT property is owned by the GRANTEE.
- A Memorandum is not required when the PROJECT property is leased to the GRANTEE.

The following process will be used to meet the Memorandum requirement:

1. OGALS will send an unsigned Memorandum to the GRANTEE when it is required based on the following:
   
   - For projects involving ACQUISITION, the Memorandum is required after the property is acquired by the GRANTEE, and before any payment is approved for DEVELOPMENT costs.
   
   - For DEVELOPMENT only projects where the PROJECT site is owned in fee simple by the GRANTEE and CEQA is compete, the Memorandum is required before any payment is approved for construction costs. If CEQA is not compete, the Memorandum is required after CEQA compliance and before any payment greater than a CEQA PENDING ADVANCE is approved.

2. GRANTEE’s AUTHORIZED REPRESENTATIVE or designee signs and dates the Memorandum. GRANTEE attaches a “legal description of land where the PROJECT is located” (attachment A) to the Memorandum. The legal description can be obtained through a title report. GRANTEE notarizes the signed Memorandum and the legal description.

3. GRANTEE sends the notarized and signed Memorandum and the legal description to OGALS.

4. OGALS signs and notarizes the Memorandum, and returns the signed and notarized Memorandum to the GRANTEE for recordation.

5. GRANTEE records the signed and notarized Memorandum, and the attached legal description, with the County Clerk’s Office.

6. GRANTEE provides OGALS a copy of the recorded and notarized Memorandum and the attached legal description. The copy must be stamped by the County Clerk, or the grantee must provide other evidence that it was filed with the County Clerk.
Sample Memorandum Of Unrecorded Grant Agreement (subject to change)

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of ____________ (current date), is recorded to provide notice of an agreement between the State of California, acting by and through the Department of Parks and Recreation ("DPR"), and the __________________ (“Grantee”).

RECITALS

A. On or about _________ (date grant contract was signed by DPR), DPR and Grantee entered into a certain Grant Agreement No. ________ (grant contract number), pursuant to which DPR granted to Grantee certain funds for the acquisition or improvement of certain real property, more particularly described in attached Exhibit A (legal description of the land) and incorporated by reference (the “Real Property”).

B. Under the terms of the Grant Agreement, DPR reserved certain rights with respect to the Real Property acquired or improved with the grant funds.

C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain rights reserved by DPR under the Grant Agreement.

NOTICE

1. The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting by and through the Department of Parks and Recreation (DPR), or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the DPR located at: Office of Grants and Local Services (OGALS)
   1416 9th Street, Room 918
   Sacramento CA 95814

OGALS:

By:

__________________________
Signature

__________________________
Date

Printed Name and Title

GRANTEE:

By:

__________________________
Signature

__________________________
Date

Printed Name and Title (AUTHORIZED REPRESENTATIVE or designee)
Labor Compliance Program

All GRANTEES must provide a Labor Compliance Program Certification Form (see next page) to OGALS before requesting any GRANT payment other than a CEQA PENDING ADVANCE.

Public Resource Code §75075 requires that on-site construction related work on public works projects, performed by a contractor, must have an approved Labor Compliance Program (LCP). The purpose of the LCP is to ensure that contractors comply with the prevailing wage and other applicable labor laws, and that payroll records follow generally accepted accounting practices.

Public agencies using their own work force are not required to have an approved LCP. All other GRANTEES have two options to ensure compliance for on-site construction related work performed by a contractor(s):

1. GRANTEE can hire a labor compliance contractor certified by the Department of Industrial Relations. The labor compliance contractor's role is to oversee the other contractors to ensure that the requirements of the LCP are met.

   OR

2. Grantee can adopt or create a LCP which must be certified by the Department of Industrial Relations. The GRANTEE will then be responsible for overseeing the contractors to ensure that the requirements of the LCP are met.

The LCP is an eligible construction cost. However, it is understood and acknowledged that OGALS is not liable for any violations by the GRANTEE of the labor laws.

For further information regarding the LCP contact the Department of Industrial Relations. They are responsible for providing guidance for the creation and use of a LCP for your project. Their web page at www.dir.ca.gov/LCP.asp provides a link to contact information, frequently asked questions, and LCP documents. In addition, Labor Code §§ 1770-1781 provides the statutory basis for the LCP requirements.
Labor Compliance Program Certification Form

Grantee: ___________________  PROJECT Number: ___________________

Grantee contact for labor compliance program purposes

Name: ____________________________

Address: ____________________________

Phone: (___) _______    Email: ___________

I hereby certify that one of the following was done: (check appropriate box)

☐ The Grantee hired a labor compliance contractor certified by the Department of Industrial Relations to ensure that the requirements of the labor compliance program are met.

Or

☐ The Grantee adopted or created a labor compliance program that is certified by the Department of Industrial Relations to ensure that the requirements of the labor compliance program are met.

Or

☐ The Labor Compliance Program is not applicable because construction work for this project will be carried out by the public agency's own work force.

Certification:
I represent and warrant that I have full authority to execute this Labor Compliance Program Certification Form on behalf of the Grantee. I declare that the foregoing certification for the above-mentioned Project is true and correct.

Grantee's AUTHORIZED REPRESENTATIVE
(Printed or Typed name)

Title (position authorized in resolution)

Grantee's AUTHORIZED REPRESENTATIVE
(Signature of position authorized in resolution)

Date
Scope Change Requests

To maintain the integrity of the competitive grant award process, any SCOPE CHANGE requests will be carefully evaluated and must be approved by OGLAS in writing. This includes removal or addition of, or significant modification to, the FEATURES and MAJOR SUPPORT AMENITIES listed in the original GRANT SCOPE/Cost Estimate Form. OGLAS discourages proposals that eliminate or greatly reduce a PROJECT’S recreational use or capacity. Therefore, SCOPE CHANGE proposals must include the documents listed below. Any revised documents must satisfy the requirements described in the Application Checklist in the Application Guide for the related program. In addition, each document must include a revision date on the top right corner.

1. A proposal letter signed by the AUTHORIZED REPRESENTATIVE. Contact your PROJECT OFFICER to confirm the information that must be included in the letter. The type of information varies based on the proposed SCOPE CHANGE. In general you will need to include:
   - A comparison between the original GRANT SCOPE and the proposed GRANT SCOPE’S range of recreational opportunities, projected number of users, and projected operating hours.
   - A comparison of the community based planning process used, if applicable, to develop the original GRANT SCOPE and the proposed GRANT SCOPE.
   - If the requested removal or modification is due to an unforeseen shortage of funds, provide information about your attempts to obtain funding from other local, state, federal, or private sources to complete the original GRANT SCOPE.

2. A revised GRANT SCOPE/Cost Estimate Form.

3. A new CEQA Compliance Certification Form is required if the change involves adding a FEATURE OR MAJOR SUPPORT AMENITY not covered by the existing CEQA Compliance Certification Form.

4. A revised site plan showing the addition, removal, or modification of the FEATURE(S) OR MAJOR SUPPORT AMENITY(S).

5. If the SCOPE CHANGE involves ACQUISITION, a revised ACQUISITION Map and ACQUISITION Schedule.
Project Sign

GRANTEES are required to post a sign or plaque at the PROJECT site to acknowledge the public’s support of the Bond Act. The exact language and logo requirements of the sign will be provided to GRANTEES.

- **Size, Shape, and Material:** With exception to the logo, there is no minimum or maximum size or shape requirement for the sign. Sign materials must be resistant to weather and graffiti.

- **Location:** Must be located where it can be easily read by the public.

- **Duration:** The sign must be in place by PROJECT COMPLETION, and must remain for four years after PROJECT COMPLETION.

- **Sign Cost:** The sign is an ELIGIBLE COST.
Fidelity Bond
(For Nonprofit GRANTEES only)

Nonprofit GRANTEES must provide a copy of a current fidelity bond policy to their PROJECT OFFICERS before any payment requests can be approved by OGALS.

The premium cost for a fidelity bond is an ELIGIBLE COST.

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

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE’s existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current for at least 6 months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources are listed in the yellow pages or internet. A list of fidelity bond frequently asked questions is available on the OGALS web site at www.parks.ca.gov/grants
Three-Bid Process

(For Nonprofit GRANTEES only)

Before awarding a contract for work on the PROJECT, nonprofit GRANTEES must go out to bid and obtain three bids from contractors. The bids must be reviewed by the nonprofit’s governing body.

GRANTEES may request a waiver for this process. To request a waiver, send a letter to the PROJECT OFFICER that explains why the waiver is needed.

Keep your records of the three-bid process for audit purposes. The Audit Checklist on page 45 requires the following:

- List of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Awarding by governing body (minutes of the meeting/resolution)
Eligible Costs – Statewide Park Program

This section provides rules and examples of ELIGIBLE COSTS for ACQUISITION and DEVELOPMENT for the Statewide Park Program.

ACQUISITION Costs

The following provide examples of ELIGIBLE COSTS for ACQUISITION.

<table>
<thead>
<tr>
<th>ACQUISITION COSTS (Up to 100% of GRANT Amount)</th>
<th>EXAMPLES (STATEWIDE PARK PROGRAM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase price of the property and other activities necessary to complete the ACQUISITION.</td>
<td>Appraisals, surveys</td>
</tr>
<tr>
<td></td>
<td>• Preliminary title reports</td>
</tr>
<tr>
<td></td>
<td>• Title insurance fees</td>
</tr>
<tr>
<td></td>
<td>• Escrow fees and purchase price</td>
</tr>
<tr>
<td></td>
<td>• Relocation costs: costs resulting in displacement of tenants (not willing sellers or GRANTEES) pursuant to Government Code §§7260 – 7277.</td>
</tr>
<tr>
<td></td>
<td>o If the GRANT is not paying for relocation costs, the GRANTEE must ensure that the willing seller is paying displaced tenants in compliance with Government Code §§7260 – 7277.</td>
</tr>
<tr>
<td></td>
<td>• Employee services: see accounting rules for employee services on page 44.</td>
</tr>
<tr>
<td></td>
<td>• PROJECT/GRANT administration and accounting</td>
</tr>
</tbody>
</table>

DEVELOPMENT Costs

DEVELOPMENT includes PRE-CONSTRUCTION COSTS and CONSTRUCTION COSTS.

PRE-CONSTRUCTION is the phase that includes planning, design, construction documents, and permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

For the purpose of the GRANT, PRE-CONSTRUCTION COSTS OCCUR:

- during the planning, design, and permit phase of the PROJECT, before construction can begin, and
- end when ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONSTRUCTION COSTS start when:

- ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary PRE-CONSTRUCTION phase has concluded.

The following charts provide examples of ELIGIBLE COSTS for PRE-CONSTRUCTION and construction costs.
| **Pre-Construction Costs**  
(Maximum 25% of Grant Amount) | **Examples (Statewide Park Program)** |
|-------------------------------|--------------------------------------|
| Costs incurred during the planning, design, and permit phase of the project, **before** construction begins. | • Public meetings/focus groups/design workshop costs  
• Plans, specifications, construction documents, and cost estimates  
• Permits  
• CEQA  
• Premiums on hazard and liability insurance to cover personnel or property  
• Fidelity bond premium cost  
• Bid packages  
• Employee services: see accounting rules for employee services on page 44 for more info.  
• Project/Grant administration (excluding grant writing) and accounting. |

| **Construction Costs**  
(Up to 100% of Grant Amount) | **Examples (Statewide Park Program)** |
|-------------------------------|--------------------------------------|
| Costs incurred during the construction phase of the project when ground-breaking construction activities such as site preparation, grading, or gutting begins. | • Site preparation, grading, gutting  
• Foundation work  
• Purchase and installation of permanent equipment: playground equipment, benches, signs, display boards, sound systems, video equipment etc.  
• Construction supplies and materials: may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.  
• Construction equipment owned by grantee: equipment owned by the grantee may be charged to the grant for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the grant scope, and must be signed by the operator or supervisor.  
• Construction equipment rented or purchased by grantee: may also be rented or purchased, whichever is the most economical use of grant funds. For purchased equipment, the grant will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the grant scope. (Rental rates published by the California Department of Transportation may be used as a guide.) The grant will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. |
<table>
<thead>
<tr>
<th>CONSTRUCTION COSTS</th>
<th>EXAMPLES (STATEWIDE PARK PROGRAM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs incurred during the construction phase of the PROJECT when ground-breaking construction activities such as site preparation, grading, or gutting begins.</td>
<td>Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.</td>
</tr>
<tr>
<td>• Construction management: including site inspections, labor compliance program (page 19).</td>
<td></td>
</tr>
<tr>
<td>• Employee services – see accounting rules for employee services on page 44 for more info.</td>
<td></td>
</tr>
<tr>
<td>• PROJECT/GRANT administration and accounting</td>
<td></td>
</tr>
<tr>
<td>• Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, and communications.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INELIGIBLE COSTS</th>
<th>EXAMPLES OF INELIGIBLE COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannot be charged to the GRANT</td>
<td>• Outside the GRANT PERFORMANCE PERIOD – costs incurred before or after the GRANT PERFORMANCE PERIOD.</td>
</tr>
<tr>
<td>• Indirect costs – overhead business expenses of the GRANTEE’s fixed or ordinary operating costs: (rent, mortgage payments, property taxes, utilities)</td>
<td></td>
</tr>
<tr>
<td>• Outside PARK/PROJECT site boundaries – Streets, traffic lights, or other infrastructure not located within the PARK/PROJECT site.</td>
<td></td>
</tr>
<tr>
<td>• Fundraising</td>
<td></td>
</tr>
<tr>
<td>• Food</td>
<td></td>
</tr>
<tr>
<td>• Grant Writing</td>
<td></td>
</tr>
</tbody>
</table>
ELIGIBLE COSTS – NATURE EDUCATION FACILITIES PROGRAM

This section provides rules and examples of ELIGIBLE COSTS for Nature Education Facilities Program PROJECTS. It also contains information on ineligible costs. ELIGIBLE COSTS incurred during the GRANT PERFORMANCE PERIOD, from 07/01/09 to 06/30/17, can be reimbursed once a fully ENCUMBERED CONTRACT is in place. Any costs incurred before a GRANT is awarded and a CONTRACT fully ENCUMBERED are at the APPLICANT’S own risk. The GRANT ADMINISTRATION GUIDE provides additional information and instructions on payment requests and audit requirements.

Section 75081 of the Public Resources Code requires that all provisions of the State General Obligation Bond Law apply to Proposition 84 funds. This allows the expenditure of funds for tangible physical property. This includes planning and construction of new facilities, buildings, and structures as well as additions to, and modification of, existing buildings and facilities, and the equipment related to such construction. Funds may also be expended on fixed equipment that is either needed for initial occupancy and operation of a new FACILITY or needed to enhance the useful purpose of the FACILITY.

In general, GRANT funds may be used for:
- Any part of a building or FACILITY that directly provides, or helps to provide NATURE EDUCATION.
- Support facilities incorporated within the building or FACILITY that are considered necessary for its primary function, e.g., restrooms, related offices, storage and equipment space.
- Supplemental facilities that provide incidental services for visitors and/or revenue for the operation and maintenance of the PROJECT, e.g., gift shops, cafes, equipment rental shops.

GRANT funds may not be used for any part of a building or FACILITY which does not meet the intent of the program. Therefore, if the proposed function is unrelated to the need to provide, or support NATURE EDUCATION, the costs would be ineligible under this program. Examples include, but are not limited to unrelated office, storage and equipment space.
Development Costs
DEVELOPMENT costs are divided into two categories based on the phase of construction. The first phase includes PRE-CONSTRUCTION COSTS such as planning, design, and construction documents, and any permits necessary before construction can begin. No more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION COSTS.

The second phase includes CONSTRUCTION COSTS which start after the necessary PRE-CONSTRUCTION phase has concluded. The construction phase begins with groundbreaking activities such as site preparation, grading, or gutting and continues through project completion.

The purchase and installation of MARINE RESEARCH EQUIPMENT is also a second phase cost.

<table>
<thead>
<tr>
<th>PRE-CONSTRUCTION (Max 25% of GRANT)</th>
<th>EXAMPLES (NATURE EDUCATION FACILITIES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITAL OUTLAY Costs incurred:</td>
<td>• Travel costs for mandatory state grant administration technical assistance workshops</td>
</tr>
<tr>
<td>• Within the GRANT PERFORMANCE PERIOD</td>
<td>• Public meetings/focus groups/design workshop costs</td>
</tr>
<tr>
<td>• Before construction begins</td>
<td>• Plans, specifications, construction documents, and cost estimates</td>
</tr>
<tr>
<td></td>
<td>• Design and engineering, surveys</td>
</tr>
<tr>
<td></td>
<td>• Permits</td>
</tr>
<tr>
<td></td>
<td>• Environmental impact reports, assessments, mitigation</td>
</tr>
<tr>
<td></td>
<td>• Premiums on hazard and liability insurance to cover personnel or property</td>
</tr>
<tr>
<td></td>
<td>• Fidelity bond premium cost</td>
</tr>
<tr>
<td></td>
<td>• Bid packages</td>
</tr>
<tr>
<td></td>
<td>• Direct project/grant management, administration and accounting. Does not include grant writing.</td>
</tr>
<tr>
<td></td>
<td>• Employee services: see accounting rules for employee services in the GRANT ADMINISTRATION GUIDE</td>
</tr>
<tr>
<td>CONSTRUCTION (Up to 100% of Grant)</td>
<td>EXAMPLES (Nature Education Facilities)</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>CAPITAL OUTLAY Costs Incurred:</td>
<td>• Site preparation, grading, gutting, foundation work, surveys</td>
</tr>
<tr>
<td>• Within the GRANT PERFORMANCE PERIOD</td>
<td>• Alteration, renovation, additions including modifications of existing buildings, structures or other facilities, which alters or upgrades the function, layout, capacity, or quality.</td>
</tr>
<tr>
<td>• After construction begins</td>
<td>• Construction management directly related to the project: including site inspections, labor compliance program (see the GRANT ADMINISTRATION GUIDE).</td>
</tr>
<tr>
<td></td>
<td>• Purchase and installation of marine wildlife conservation research equipment</td>
</tr>
<tr>
<td></td>
<td>• Fixed equipment needed for initial occupancy and operation of a new facility or space, such as heating and air conditioning units.</td>
</tr>
<tr>
<td></td>
<td>• Fixed equipment needed to enhance the useful purpose of the facility including construction and installation of exhibit structures and the fixed equipment within exhibits including:</td>
</tr>
<tr>
<td></td>
<td>▪ Exhibit production including materials, fabrication and installation of object display elements, lighting.</td>
</tr>
<tr>
<td></td>
<td>▪ LCD monitors and/or projectors attached or inset, and wiring, hardware to enhance or upgrade computers to enable more complex programs</td>
</tr>
<tr>
<td></td>
<td>▪ Media players for high definition video and high quality audio, including speakers, and amplification systems</td>
</tr>
<tr>
<td></td>
<td>▪ Specialized media cabinets to house computers or systems</td>
</tr>
<tr>
<td></td>
<td>▪ Control devices that enable the use of the media.</td>
</tr>
<tr>
<td></td>
<td>▪ Interpretive signs, exhibit labels and graphics</td>
</tr>
<tr>
<td></td>
<td>▪ Construction and installation of interpretive signs and exhibit structures</td>
</tr>
<tr>
<td></td>
<td>Does not include items for display e.g., collections, specimens, artifacts, animals, fish</td>
</tr>
<tr>
<td></td>
<td>Does not include materials or programs including brochures, audio programs, videos, films.</td>
</tr>
<tr>
<td></td>
<td>• Employee services – see accounting rules for employee services in the GRANT ADMINISTRATION GUIDE</td>
</tr>
<tr>
<td></td>
<td>• Project/grant management, administration, accounting</td>
</tr>
<tr>
<td></td>
<td>• Miscellaneous costs: other costs incurred during the construction phase, such as transporting materials, equipment, personnel, and communications.</td>
</tr>
<tr>
<td></td>
<td>• Construction supplies and materials: May be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.</td>
</tr>
<tr>
<td></td>
<td>• Construction equipment owned by grantee may be charged to the grant for each use.</td>
</tr>
<tr>
<td></td>
<td>▪ Rental rates published by the California Department of</td>
</tr>
</tbody>
</table>
| CONSTRUCTION  
(Up to 100% of GRANT) | EXAMPLES (NATURE EDUCATION FACILITIES) |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transportation may be used as a guide.</td>
</tr>
<tr>
<td></td>
<td>• For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.</td>
</tr>
<tr>
<td></td>
<td>• Construction equipment rented or purchased by grantee whichever is the most economical use of grant funds.</td>
</tr>
<tr>
<td></td>
<td>• If purchased, the grant will pay for the rental price equivalent in proportion to the time the equipment is used for the grant scope.</td>
</tr>
<tr>
<td></td>
<td>• Rental rates published by the California Department of Transportation may be used as a guide.</td>
</tr>
<tr>
<td></td>
<td>• Grant will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent</td>
</tr>
<tr>
<td></td>
<td>• Any funds earned from the sale of equipment purchased with the grant must be spent on the project.</td>
</tr>
</tbody>
</table>
## Ineligible Costs

<table>
<thead>
<tr>
<th>INELIGIBLE COSTS</th>
<th>EXAMPLES (NATURE EDUCATION FACILITIES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannot be charged to the GRANT</td>
<td>• Outside the grant performance period, i.e., costs incurred before or after the grant performance period.</td>
</tr>
<tr>
<td></td>
<td>• Any part of a building or FACILITY which does not meet the intent of the program, and is not related to the need to provide, or support NATURE EDUCATION. Examples include, but are not limited to, unrelated office, storage and equipment space.</td>
</tr>
<tr>
<td></td>
<td>• Outside park/project site boundaries, i.e., streets, traffic lights, or other infrastructure not located within the park/project site.</td>
</tr>
<tr>
<td></td>
<td>• Indirect costs, i.e., overhead business expenses of the grantee's fixed or ordinary operating costs including rent, mortgage payments, property taxes, utilities</td>
</tr>
<tr>
<td></td>
<td>• Objects/Items for display e.g., collections, specimens, artifacts, animals, fish</td>
</tr>
<tr>
<td></td>
<td>• Materials or programs including brochures, audios, videos, films.</td>
</tr>
<tr>
<td></td>
<td>• Costs for developing or staffing programs, e.g., interpretive, nature education</td>
</tr>
<tr>
<td></td>
<td>• Software, licensing fees, and other costs related to the use of the software.</td>
</tr>
<tr>
<td></td>
<td>• Relocation, including temporary &quot;swing space&quot; while a project is under construction and moving expenses.</td>
</tr>
<tr>
<td></td>
<td>• Repairs and maintenance intended to keep a facility functional at its designed level of services and life expectancy.</td>
</tr>
<tr>
<td></td>
<td>• Movable equipment such as tables, chairs, table top computers, etc</td>
</tr>
<tr>
<td></td>
<td>• Food</td>
</tr>
<tr>
<td></td>
<td>• Fundraising</td>
</tr>
<tr>
<td></td>
<td>• Grant Writing</td>
</tr>
</tbody>
</table>
GRANT Payments
This section is organized by the three types of payments, which are:

- ADVANCE payments (see page 33)
- REIMBURSEMENT payments (see page 37)
- Final payment (see page 38)

GRANT payments before the final payment may not exceed 80% of the GRANT amount. 20% of the GRANT amount is retained for the final payment as a REIMBURSEMENT.

The GRANTEE should group costs together to avoid frequent payment requests. Payment requests greater than $10,000 are encouraged.

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

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

ADVANCE Payments
ADVANCE payments are made at the discretion of OGALS. OGALS considers ADVANCE payments as a privilege, not a right. OGALS reserves the right to disapprove ADVANCE payments.

The following section describes ADVANCE payments for ACQUISITION and DEVELOPMENT costs.

There are three possible types of ADVANCE payments:

1. CEQA PENDING ADVANCE
2. ACQUISITION ADVANCE
3. DEVELOPMENT ADVANCE

1. CEQA PENDING ADVANCE:

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Document to Send to PROJECT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEQA PENDING ADVANCE</td>
<td>After the CEQA PENDING CONTRACT has been ENCUMBERED.</td>
<td>Payment Request Form</td>
</tr>
</tbody>
</table>

- CEQA PENDING ADVANCES will be limited to less than or equal to ten percent of the GRANT amount and will be based on APPLICANTS' estimated costs for CEQA compliance.

- Costs incurred using CEQA PENDING ADVANCES fall within the 25% GRANT amount limit on PRE-CONSTRUCTION costs.
2. ACQUISITION ADVANCE:

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVANCES up to 80% of the GRANT amount for ACQUISITION.</td>
<td>After the GRANT CONTRACT has been ENCUMBERED, and escrow is open.</td>
<td>The four required items to request an ADVANCE payment into escrow. (explained below)</td>
</tr>
</tbody>
</table>

These four items are required to request an ADVANCE payment into escrow for ACQUISITION:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE:
   a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
   b) GRANT CONTRACT number and amount of GRANT funds requested.
   c) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the GRANT SCOPE and fulfillment of the CONTRACT provisions."
   d) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this Agreement) needed for the completion of the ACQUISITION of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.

2. Cover page of the preliminary title report.

3. CEQA Compliance Certification Form (if not yet provided).

4. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person. See page 39.

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

Returning Unexpended Advanced Funds for ACQUISITION:

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

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
</table>
| ADVANCE(s) up to 50% of GRANT amount             | After the GRANT CONTRACT has been ENCUMBRED, CEQA is complete, and construction will commence during the next six months | • Payment Request Form  
• Payment Schedule (see page 35 for instructions)  
• Copy of signed construction contract and a notice to proceed (between GRANTEE and contractor) if applicable.  
• Labor Compliance Certification Form  
• CEQA Compliance Certification Form  
• Memorandum of Unrecorded Grant Agreement  
• Fidelity bond for non profit GRANTEES |

### Payment Schedule

A payment schedule is required for a DEVELOPMENT ADVANCE. The payment schedule must provide the following information:

- A month by month estimate, up to six months, showing the anticipated amount needed.
- To which entity the GRANTEE will pay using the ADVANCED funds (FORCE ACCOUNT or name of contractors).

### Six Month ADVANCE Period - Documenting Expenditure of Advanced Funds and Interest

GRANT funds ADVANCED and any interest earned, must be spent on ELIGIBLE COSTS within six months and documented on the Grant Expenditure Form.

### Six Month ADVANCE Period - 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, spend the interest on ELIGIBLE COSTS, and return the unspent GRANT funds to OGALS.

*If not yet provided.*

Grant Administration Guide for 2006
Bond Act (Proposition 84) Grants

Grant Payments 170
**Subsequent ADVANCES**

A Grant Expenditure Form documenting expenditure of the total amount of previously ADVANCED funds plus interest must be provided to OGALS before additional payments can 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. A Grant Expenditure Form documenting that the majority of ADVANCED funds have been spent.

3. A payment schedule with a month by month estimate showing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested ADVANCE.
Reimbursement Payments

There are two possible types of REIMBURSEMENT payments before the final payment:

1. ACQUISITION Reimbursement
2. DEVELOPMENT Reimbursement

1. ACQUISITION Reimbursement

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
</table>
| REIMBURSEMENT of up to 80% of GRANT amount before final payment | After the CONTRACT is ENCUMBERED and the GRANTEE incurred ACQUISITION costs for work related to the GRANT SCOPE. | • Payment Request Form  
• Grant Expenditure Form |

2. DEVELOPMENT Reimbursement

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
</table>
| REIMBURSEMENT of up to 80% of GRANT amount before final payment | After the CONTRACT is ENCUMBERED and the GRANTEE incurred costs for work related to the GRANT SCOPE | • Payment Request Form  
• Grant Expenditure Form  
• Labor Compliance Certification Form *  
• Memorandum of Unrecorded Grant Agreement (page 17) *  
• Fidelity bond for non profit GRANTEES. * |

* If not yet provided.
Final Payments

For the recommended deadline to request a final payment, see page 2 item 6. The final payment (20% retention of the GRANT amount) will be processed after PROJECT COMPLETION and the following is approved by OGALS:

1. Approval of the GRANT COMPLETION PACKET (see page 40) and additional required documents in the charts below.

2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

### Final Payment Requirements for GRANT SCOPES with ACQUISITION Costs

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
</table>
| Final (20% retention of GRANT amount) | After the GRANTEE completes the GRANT SCOPE | GRANT COMPLETION PACKET
Escrow closing statement
Recorded deed to the property
Relocation costs letter (if applicable) signed by the AUTHORIZED REPRESENTATIVE. The letter must list the relocation amounts (charged to the GRANT) for each tenant displaced by the ACQUISITION. No more than the maximum relocation amount pursuant to Government Code §§7260 – 7277 can be paid for by the GRANT.

### Final Payment Requirements for GRANT SCOPES with DEVELOPMENT Costs

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>When to Request</th>
<th>Documents to Send to PROJECT OFFICER</th>
</tr>
</thead>
</table>
| Final (20% retention of GRANT amount) | After the GRANTEE completes the GRANT SCOPE | • GRANT COMPLETION PACKET
• Labor Compliance Certification Form *
• Memorandum of Unrecorded Grant Agreement (page 17)
• Fidelity bond for non profit GRANTEES. *

* If not yet provided.
## Payment Request Form

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

**PAYMENT REQUEST FORM**

See instructions on reverse.

<table>
<thead>
<tr>
<th>1. PROJECT NUMBER</th>
<th>2. CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. GRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. PROJECT TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. TYPE OF PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Advance</td>
</tr>
<tr>
<td>☐ Reimbursement</td>
</tr>
<tr>
<td>☐ Final</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. PAYMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Round all figures to the nearest dollar)</td>
</tr>
</tbody>
</table>

| a. Grant Amount       | $          |
| b. Funds Received To Date | $          |
| c. Available (a. minus b.) | $          |
| d. Amount Of This Request | $          |
| e. Remaining Funds After This Payment (c. minus d.) | $          |

<table>
<thead>
<tr>
<th>7. SEND WARRANT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY NAME</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CITY/STATE/ZIP CODE</td>
</tr>
<tr>
<td>ATTENTION</td>
</tr>
</tbody>
</table>

8. 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 payment request are true.

<table>
<thead>
<tr>
<th>SIGNATURE OF POSITION AUTHORIZED IN RESOLUTION</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

<table>
<thead>
<tr>
<th>PAYMENT APPROVAL SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>
Payment Request Form Instructions

- Legibly type or print all entries
- Round off all amounts to the nearest dollar

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

1. PROJECT Number - The number assigned by OGALS to the 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
   - Or escrow/title company name, address and contact person if requesting an advance to be placed in escrow for ACQUISITION
8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution or delegated authority.
Grant Expenditure Form

PROJECT Number

<table>
<thead>
<tr>
<th>Warrant/Check # (1)</th>
<th>Date (2)</th>
<th>Recipient (3)</th>
<th>Purpose (4)</th>
<th>Pre-Construction Amount (5)</th>
<th>Acquisition and/or Construction Amount (6)</th>
</tr>
</thead>
</table>

PRE-CONSTRUCTION Subtotal (5) $__________

Construction Subtotal (6) $__________

Grand Total (5) + (6) $__________

List only ELIGIBLE COSTS charged to the GRANT.

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

If FORCE ACCOUNT LABOR or GRANTEE's own equipment was used, a work order or other tracking number can be used instead of a check/warrant number. (see page 44)

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

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

Column (4) Brief description of cost, such as “design”, “permits”, “construction.”

Column (5) PRE-CONSTRUCTION costs subject to the 25% cap (see ELIGIBLE COSTS, page 25).

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

(see ELIGIBLE COSTS, page 25).

An electronic version of this form is available at www.parks.ca.gov/grants.

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

To request the final payment and close out the GRANT, the GRANTEE must provide the following four documents after PROJECT COMPLETION. (For the recommended deadline to request a final payment, see page 2, #5.)

1. Payment Request Form (page 39)

2. GRANT Expenditure Form (page 41)
   - For GRANT SCOPES with ACQUISITION Costs, also provide the documents listed in the “Final Payment requirements for GRANT SCOPES with ACQUISITION Costs” chart on page 38.

3. PROJECT COMPLETION Certification (page 42)
   - OGALS recommends that the GRANTEE file a “notice of completion” with the County Recorder pursuant to Civil Code §3093. The purpose of the “notice of completion” is to limit the period of time when a mechanic’s lien may be recorded against a construction project. Filing the “notice of completion” is not a GRANT completion requirement.

4. Photo of the PROJECT sign (page 22)
PROJECT COMPLETION Certification

Grantee: ____________________ PROJECT Number: ____________________

Grantee contact for audit purposes

Name: ____________________________

Address: ____________________________________________

Phone: (__) __________ Email: __________________________

PROJECT COMPLETION – list the FEATURES and MAJOR SUPPORT AMENITIES developed and/or the property acquired (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 charged to the Grant.

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 is state prison for two, three, or four years.

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

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

Grantee’s AUTHORIZED REPRESENTATIVE ________________________ Title of the position authorized in the Resolution
(Printed or typed name)

Grantee’s AUTHORIZED REPRESENTATIVE (Signature) ________________________ Date
ACCOUNTING AND AUDITS

Contact the DPR Audits Office at (916) 445-8999 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, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (FORCE ACCOUNT LABOR)

Grantees must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, recording actual time spent on the PROJECT, and describing the specific work performed on the PROJECT during that time.
- Time estimates for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify specific work performed during the 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 page 45, 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 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. Listed below are some of the items the auditor will examine during the review. The GRANTEE must have these records available in a central location ready for review once an audit date and time has been confirmed. Contact DPR’s Audits Office at (916) 445-8999 for questions about audit requirements.

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

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

IN-HOUSE EQUIPMENT2*
--- 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**)

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 (payment(s) to seller(s))
--- GRANT deed (vested to the participant) or final order of condemnation
--- Title insurance policy (issued to participant)
--- Relocation documents
--- Income (rental, grazing, sale of improvements, etc.)

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

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

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

--- Front and back if copied.
DEFINITIONS

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

ACQUISITION – to obtain fee simple title of real property or a permanent easement, which gives permanent rights to use the property for the purposes of the GRANT SCOPE. A lease or rental is not considered ACQUISITION.

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 requesting GRANT funding through a competitive process.

APPROPRIATION DATE – when program funding is authorized by the legislature. The Statewide Park Program APPROPRIATION DATE is July 1, 2009 for round one GRANT awards. The Nature Education Facilities Program APPROPRIATION DATE is July 1, 2009.

AUTHORIZED REPRESENTATIVE – the APPLICANT’S/GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents. The AUTHORIZED REPRESENTATIVE may designate an alternate by informing OGALS in writing.

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 http://ceres.ca.gov/ceqa/.

CEQA PENDING ADVANCE – A preliminary ADVANCE paid through a CEQA PENDING CONTRACT for the estimated costs of CEQA compliance.

CEQA PENDING CONTRACT – an agreement between the DPR and the GRANTEE specifying performance of CEQA compliance within twelve months from the date of the GRANT AWARD. The CEQA PENDING CONTRACT is limited to the GRANTEE’s estimated costs for CEQA compliance, and cannot exceed ten percent of the GRANT AMOUNT.

CONSTRUCTION COSTS – costs incurred 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, and other GRANT obligations between the GRANTEE and DPR.

DEVELOPMENT – the physical improvement of real property including the construction of facilities or structures.

DPR – the California Department of Parks and Recreation.
ELIGIBLE COSTS – expenses incurred during the GRANT PERFORMANCE PERIOD to complete the GRANT SCOPE approved by OGALS through an ENCUMBERED CONTRACT.

ENCUMBERED – When the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and DPR. At this point the funds are reserved by the state for the purpose of funding the PROJECT.

FEATURE –

FORCE ACCOUNT LABOR – use of the GRANTEE’s employees working on the GRANT SCOPE.

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

GRANT COMPLETION PACKET – The documents listed on page 41 that are required in order to request final GRANT payment following PROJECT COMPLETION.

GRANTEE – an entity having an ENCUMBERED CONTRACT with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the GRANT, as specified in the ENCUMBERED CONTRACT.

GRANT SCOPE – The FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost Estimate Form that must be completed prior to final GRANT payment.

MAJOR SUPPORT AMENITY –
1. A Parking lot, restroom building, and other non-recreational facilities located within a PROJECT site.
2. An improvement to the appearance of the general PROJECT site such as landscaping and public art additions, only when estimated to cost $50,000 or more at the time of Application.

MINOR SUPPORT AMENITY – a permanent single purpose stand-alone item that is not a FEATURE, including but not limited to a sign, bench, and drinking fountain estimated to cost less than $50,000 at the time of APPLICATION.

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

PRE-CONSTRUCTION COSTS – costs incurred subject to the 25% cap on the GRANT during the planning, design, and permit phase of the PROJECT before construction can begin.
PROJECT – the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT
SCOPE/Cost Estimate Form.

PROJECT COMPLETION – when the FEATURES and MAJOR SUPPORT AMENITIES listed in the
GRANT SCOPE /Cost Estimate Form are complete and the facilities are open and
useable by the public. With approval by OGALS, project completion may occur before
the facilities are open and useable by the public.

PROJECT OFFICER – an OGALS employee who acts as a GRANT administration contact
for APPLICANTS and GRANTEES.

REIMBURSEMENT – GRANT payment made to the GRANTEE after the GRANTEE incurred
costs by making a payment to a contractor or vendor.

SCOPE CHANGE
1. Adding FEATURES and MAJOR SUPPORT AMENITIES, or modifying a FEATURE to
   significantly increase its use or capacity
2. Removing FEATURES and MAJOR SUPPORT AMENITIES, or modifying a FEATURE to
   significantly decrease its use or capacity
3. Changing PROJECT site location

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to
complete the FEATURES and MAJOR SUPPORT AMENITIES listed in the GRANT SCOPE/Cost
Estimate Form.
AGENDA DESCRIPTION:
Consideration and possible action regarding Council consensus to cancel the July 5, 2011 City Council Meeting. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
(1) Approve cancellation of the July 5, 2011 City Council Meeting;
(2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td></td>
</tr>
</tbody>
</table>

ORIGINATED BY: City Clerk Cindy Mortesen

REVIEWED BY:

APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
In the past, the City Council has cancelled the first meeting in July due to conflicts in schedules.

It is therefore requested that Council approve the cancellation of the July 5, 2011 regularly scheduled meeting.
AGENDA DESCRIPTION:
Consideration of possible action regarding implementing a yearly evaluation of the City Manager and City Attorney by the City Council. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
(1) Implement a yearly evaluation of the City Manager and City Attorney by the City Council;

(2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

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</tr>
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<tbody>
<tr>
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</tr>
<tr>
<td>Account Number(s):</td>
<td></td>
</tr>
</tbody>
</table>

ORIGINATED BY: Council Member Don Brann
REVIEWED BY: |
APPROVED BY: Doug Willmore, City Manager

BACKGROUND AND DISCUSSION:
Council Member, Don Brann suggests that the concept is discussed in an open session while the actual evaluation, if aligned on, is discussed in a closed session unless City Manager and City Attorney thinks so otherwise.