

SUBMITTAL TO THE BOARD OF SUPERVISORS
PARKS DEPARTMENT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
13.1
(ID # 10442)

MEETING DATE:

Tuesday, July 23, 2019

FROM : PARKS DEPARTMENT:

SUBJECT: RIVERSIDE COUNTY PARKS DEPARTMENT: Adopt Resolution No. 2019-06
Authorizing the Application for the State of California, Department of Parks and
Recreation, Statewide Park Development and Community Revitalization Grant
Funds; District 4

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2019-06 Authorizing the Parks Department to submit an application to State of California, Department of Parks and Recreation for its Statewide Park Development and Community Revitalization Grant Program; and
2. Authorize the Parks Director, or designee, to execute the grant agreement, in substantially the State form attached and as approved by County Counsel, which may result from this application and to take all actions necessary to administer said agreement; and
3. Instruct the Clerk of the Board to return one copy of the resolution to the Parks Department.

ACTION: Policy

Scott Bangle, Director General Manager / Park Director

7/10/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and Resolution No. 2019-06 has been changed to Resolution No. 2019-182.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 23, 2019
xc: Parks

Kecia R. Harper
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS PARKS DEPARTMENT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	0	\$ 0	\$0
NET COUNTY COST	\$ 0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: None			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary

In June 2018, California voters approved the “California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018” (Prop 68). Prop 68 authorizes \$4 billion in bonds to fund various water, parks and coastal protection projects statewide. As a result of Prop 68’s passage, California State Parks Office of Grants and Local Services is currently soliciting grant applications for the Statewide Park Program (SPP). \$650 million is expected to be distributed through multiple rounds of funding.

The Parks Department intends to apply for approximately \$2 million of the currently available funding for the Mayflower Park Expansion Project, located in Blythe. The expansion will include the creation of new full hook-up campsites, associated landscaping, and ADA improvements.

Board Approval of the proposed resolution is a requirement of the grant application process, and authorizes the Parks Department to submit an application for funding. The standard State agreement form is attached. A copy of any executed agreement resulting from this application will be provided to the Executive Office.

IMPACT ON CITIZENS AND BUSINESS

If awarded, this grant will provide the citizens of Riverside County with additional outdoor recreation opportunities and improvements not otherwise funded.

ADDITIONAL FISCAL INFORMATION

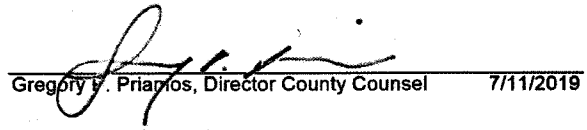
The Statewide Park Program has no matching requirements for this competitive grant opportunity. The proposed project is estimated to cost \$2 million and will be funded entirely by grant funds.

ATTACHMENTS

- Resolution No 2019-06
- Standard State Agreement for SPP Projects

SUBMITTAL TO THE BOARD OF SUPERVISORS PARKS DEPARTMENT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


Nehni Masika, Principal Management Analyst 7/15/2019


Gregory B. Priamos, Director County Counsel 7/11/2019

1 Board of Supervisors

Riverside County Parks Department

2

3 RESOLUTION NO. 2019-182

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY PARKS

5 DEPARTMENT

6 APPROVING THE APPLICATION FOR

7 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION

8 PROGRAM GRANT FUNDS

9 WHEREAS, the State Department of Parks and Recreation has been delegated the

10 responsibility by the Legislature of the State of California for the administration of the

11 Statewide Park Development and Community Revitalization Grant Program, setting up

12 necessary procedures governing the application; and

13 WHEREAS, said procedures established by the State Department of Parks and

14 Recreation require the Applicant to certify by resolution the approval of the application

15 before submission of said application to the State; and

16 WHEREAS, successful Applicants will enter into a contract with the State of California

17 to complete the Grant Scope project;

18 NOW, THEREFORE, BE IT RESOLVED that the BOARD OF SUPERVISORS hereby:

19 APPROVES THE FILING OF AN APPLICATION FOR THE MAYFLOWER PARK EXPANSION

20 PROJECT; AND

- 21 1. Certifies that said Applicant has or will have available, prior to commencement of
- 22 any work on the project included in this application, the sufficient funds to complete
- 23 the project; and
- 24 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds
- 25 to operate and maintain the project, and
- 26 3. Certifies that the Applicant has reviewed, understands, and agrees to the General
- 27 Provisions contained in the contract shown in the Grant Administration Guide; and
- 28 4. Delegates the authority to Parks Director to conduct all negotiations, sign and

FORM APPROVED COUNTY COUNSEL

BY *Kristine Bell-Valdez* DATE *7/23/19*

1 submit all documents, including, but not limited to applications, agreements,
2 amendments, and payment requests, which may be necessary for the completion of
3 the Grant Scope; and

4
5 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules,
6 regulations and guidelines.

7 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
8

9 ROLL CALL:

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
11 Nays: None
12 Absent: None

13 The foregoing is certified to be a true copy of a resolution duly
14 adopted by said Board of Supervisors on the date therein set forth.

15 Kecia R. Harper, Clerk of said Board

16 By 
17 Deputy

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Competitive Grant Program Contract



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

Sample Grant Contract Competitive Grant Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

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

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

Total State grant amount not to exceed \$ Grant amount

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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

GRANTEE

By _____

By _____

Date _____

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

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

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

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 CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

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

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

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

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 comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

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

D. Project Administration

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

E. Project Termination

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

F. Budget Contingency Clause

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

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under

California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees:

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

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
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 at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the