

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



ITEM: 13.2
(ID # 17533)

MEETING DATE:

Tuesday, December 07, 2021

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Adopt Resolution No 2021-007 and 2021-008 Authorizing the Submittal of Applications for the State of California Department of Parks and Recreation Outdoor Equity Grant Program, and Regional Park Program, for Hidden Valley Wildlife Area; District 1 and 2. [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution No 2021-008, Authorizing the Riverside County Regional Park & Open-Space District (RivCoParks) to submit grant applications to the State of California Department of Parks and Recreation (State Parks) for the Outdoor Equity Grant Program;
2. Adopt Resolutions No 2021-007, Authorizing the Riverside County Regional Park & Open-Space District (RivCoParks) to apply for grant funds from the State of California Department of Parks and Recreation (State Parks) for the Regional Park Program;
3. If awarded, authorize the General manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
4. Instruct the Clerk of the Board to return one (1) copy of Resolutions No. 2021-007 and 2021-008 to RivCoParks.

ACTION:Policy


Kyla R. Brown, General Manager 11/15/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 7, 2021
xc: Parks

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS 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: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Regional Park & Open-Space District (RivCoParks) seeks approval to apply for two grants, the State of California Department of Parks and Recreation Outdoor Equity Grant Program (OEP) and the Regional Park Program (RPP).

The intent of the OEP is to create outdoor program access for underserved communities. The OEP will fund program operation and transportation costs but will not fund capital projects. The OEP will increase the ability of residents in underserved communities, with an emphasis on students eligible for free or reduced-price meals, foster youth, and students of limited English proficiency, to participate in outdoor experiences on public lands. The OEP's focus is on providing funding for transportation, logistics, program operations, and capacity costs associated with reaching historically underserved urban and rural communities throughout California. RivCoParks intends to apply for grant funds to transport residents to Hidden Valley Wildlife Area, where they will be able to participate in a suite of activities including environmental education and outdoor recreation.

The RPP will create, expand, or improve regional parks and regional park facilities. Eligible projects include acquisition for new or enhanced public access and use, as well as development to create or renovate trails, regional sports complexes, visitor and interpretive facilities, and other types of recreation and support facilities in regional parks. RivCoParks plans to apply for grant funds to develop Phase 2 of the Outdoor Classroom at Hidden Valley Wildlife Area. Specifics for the project are currently being developed via community input, but the project is expected to include a wildlife observation deck, additional gathering areas, interpretive displays, and natural play areas.

The proposed resolutions are a requirement of the grant applications and have been approved as to form by County Counsel.

Impact on Citizens and Businesses

If awarded, these grants will provide access to Hidden Valley Wildlife Area as well as provide additional recreational amenities to residents of Riverside County that would not otherwise be

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

available. The proposed projects will improve access and the user experience and make the sites more valuable to the community.

Additional Fiscal Information

There are no match requirements for these grant programs. Eligible projects may be funded entirely by the grants.

ATTACHMENTS

Resolution No 2021-007

Resolution No 2021-008

OEP Standard State Agreement

RPP Standard State Agreement



Gregory V. Priamos, Director County Counsel 11/17/2021

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

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4 RESOLUTION NO. 2021-007

5 RESOLUTION OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE
6 DISTRICT BOARD OF DIRECTORS APPROVING THE GRANT OF FUNDS FROM THE
7 CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION FOR THE
8 REGIONAL PARK PROGRAM

9 **WHEREAS**, the California State Department of Parks and Recreation (State Department of
10 Parks and Recreation) has been delegated the responsibility by the Legislature of the State of
11 California for the administration of the Regional Park Grant Program, setting up necessary
12 procedures governing the application;

13 **WHEREAS**, said procedures established by the State Department of Parks and Recreation
14 requires the Applicant to certify by resolution the approval of the application before submission
15 of said application to the State Department of Parks and Recreation; and

16 **WHEREAS**, successful Applicants will enter into a contract with the State Department of Parks
17 and Recreation to complete the Grant Scope project;

18 **NOW, THEREFORE, be it resolved that the applicant hereby:**

- 19 1. Certifies that said Applicant has or will have available, prior to commencement of any work
- 20 on the project included in this application, the sufficient funds to complete the project; and
- 21 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to
- 22 operate and maintain the project, and
- 23 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions
- 24 contained in the contract shown in the Grant Administration Guide; and
- 25 4. Delegates authority to the Riverside County Regional Park and Open-Space District's
- 26 General Manager to conduct all negotiations, sign and submit all documents, including, but
- 27 not limited to applications, agreements, amendments, and payment requests, which may be
- 28 necessary for the completion of the Grant Scope; to conduct all negotiations, sign and submit

BY ~~XXXXXXXXXX~~ KRISTINE BELL-VALDEZ DATE

DEC 07 2021 B.2

- 1 all documents, including, but not limited to applications, agreements, amendments, and
2 payment requests, which may be necessary for the completion of the Grant Scope; and
3 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules,
4 regulations and guidelines.
5 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
6
7

8 ROLL CALL:

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

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

14 Kecia R. Harper, Clerk of said Board

15 By 
16 Deputy

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

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4 RESOLUTION NO. 2021-008

5 RESOLUTION OF THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE
6 DISTRICT BOARD OF DIRECTORS APPROVING THE GRANT OF FUNDS FROM THE
7 CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION FOR THE
8 OUTDOOR EQUITY GRANT PROGRAM

9 **WHEREAS**, the California State Department of Parks and Recreation (State Department of
10 Parks and Recreation) has been delegated the responsibility by the Legislature of the State of
11 California for the administration of the Outdoor Equity Grants Program, setting up necessary
12 procedures governing the application;

13 **WHEREAS**, said procedures established by the State Department of Parks and Recreation
14 requires the Applicant to certify by resolution the approval of the application before submission
15 of said application to the State Department of Parks and Recreation; and

16 **WHEREAS**, successful Applicants will enter into a contract with the State Department of Parks
17 and Recreation to complete the Grant Scope project;

18 **NOW, THEREFORE, be it resolved that the applicant hereby:**

- 19 1. Certifies that said Applicant has or will have available, prior to commencement of any work on
20 the program(s) included in this application, the sufficient funds to complete the program(s);
21 and
- 22 2. Certifies that if the grant is awarded, the Applicant has or will have sufficient funds to operate
23 the program(s) as described in the Grant Selection Criterion response,
- 24 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions
25 contained in the contract shown in the Grant Administration Guide;
- 26 4. Delegates authority to the Riverside County Regional Park and Open-Space District's General
27 Manager to conduct all negotiations, sign and submit all documents, including, but not limited
28 to applications, agreements, amendments, and payment requests, which may be necessary for
the completion of the Grant Scope;

BY ~~XXXXXXXXXX~~ RIVERSIDE COUNTY COUNSEL
KRISTINE BELL-VALDEZ DATE

DEC 07 2021 13.2

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

3 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
4

5 **ROLL CALL:**

6 **Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt
7 **Nays:** None
8 **Absent:** None

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

12 Kecia R. Harper, Clerk of said Board

13 By 
14 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 Name

GRANT PERFORMANCE PERIOD is from July 1, 20XX through June 30, 20XX

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

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

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

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

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

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ 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 Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code (hereinafter referred to as "GRANT PROGRAM"). 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 "GRANT PROGRAM" means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, 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 "GRANTOR", "DEPARTMENT", or "STATE" means the California Department of Parks and Recreation.
4. The term "GRANTEE" means the recipient of GRANT MONIES as described in Section I of this CONTRACT.
5. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION submitted pursuant to this grant.
6. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for the Outdoor Equity Grants Program" and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and 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.

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.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for 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 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 activities conducted pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Insurance Requirements

1. *Coverage term:* Coverage shall be in force for the complete term of the CONTRACT. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. *Policy cancellation or termination and notice of non-renewal:* Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this CONTRACT upon the occurrence of such event, subject to the provisions of this CONTRACT.
3. *Deductible:* GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

4. *Primary clause:* Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.
5. *Insurance carrier required rating:* All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this CONTRACT, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. *Endorsements:* Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the scope of work pursuant to this CONTRACT, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance, or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this CONTRACT.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant monies or equipment.

7. *Inadequate insurance:* Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the CONTRACT.
8. *Commercial general liability:* The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.
9. *Vehicle insurance:* In addition to general liability coverage required by Section H of this CONTRACT, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. *Vehicle liability:* The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the CONTRACT, including owned, hired and non-owned motor vehicles.
11. *Workers’ compensation and employer’s liability:* The GRANTEE shall provide either (1) or (2) below:
 - (1.) The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this CONTRACT. Employer’s liability coverage limits

of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.

- (2.) If paid employees are not used to carry out the activities covered by this CONTRACT, then the Exemption of Workers' Compensation must be submitted to STATE.

12. *Self-insurance*: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. 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 GRANT PROGRAM, (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; and c) 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 final payment may not be made until the work described in the GRANT SCOPE is complete.

G. 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 F, provision 2, of this CONTRACT.

H. 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 activities conducted 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.

I. 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.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration of any activities conducted pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person based on residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All activities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

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

L. Liability

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

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Competitive Grant Program Contract



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

Sample Grant Contract Competitive Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2019 through June 30, 2049

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

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

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

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE
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	

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE _____

DEC 07 2021 13.2

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
2. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
3. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
4. 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.

5. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

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

K. Severability

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

L. Liability

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

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title