



CAZADERO COMMUNITY SERVICES DISTRICT  
PO BOX 508  
CAZADERO CA 95421-0508

Board Meeting Agenda  
February 8, 2022 ~ 6:30PM  
Location ~ Fire Station #1  
5980 Cazadero Hwy, Cazadero, CA 95421

\*\*\*\*ASSEMBLY BILL 361\*\*\*\*

\*\*RE CORONAVIRUS COVID-19\*\*

CONSISTENT WITH GOVERNMENT CODE SECTION 54953 AND DECLARATIONS OF A STATE OF EMERGENCY BY THE CALIFORNIA GOVERNOR DUE TO THE COVID-19 PANDEMIC AND ORDERS OF THE SONOMA COUNTY HEALTH OFFICER TO MINIMIZE THE SPREAD OF COVID-19, THERE WILL BE NO PHYSICAL OR IN-PERSON MEETING LOCATION AVAILABLE TO THE PUBLIC. INSTEAD, MEETINGS OF THE DISTRICT BOARD OF DIRECTORS WILL BE CONDUCTED BY TELECONFERENCE.

**The meeting will be accessible, and members of the public may participate and give public comment, either via video teleconference by accessing the following website link or via audio by dialing the teleconference call-in number and inputting the meeting ID and passcode when prompted:**

<https://us02web.zoom.us/j/82580716308?pwd=Uno1NWd5d0tXT2dhN25ubFdSTVICdz09>  
Telephone number: 1 (669) 900-6833, Meeting ID 825 8071 6308, Passcode 862334#

**PLEASE NOTE: The Cazadero Community Services District office is closed, and this meeting will be conducted entirely by teleconference.**

Should you want to submit public comment, you may do so either by commenting at the appropriate time in person if logging into the meeting or by email before Board Meeting is called to order. If emailing, please state the agenda item number that you are commenting on and limit written comments to three hundred (300) words or less. Comments can be sent to [pbarry@cazadero-csd.org](mailto:pbarry@cazadero-csd.org). Written comments received prior to the meeting will be read into the record.

*The Board meeting agenda and all supporting documents are available for public review on the website at [www.cazadero-csd.org](http://www.cazadero-csd.org)*

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

President P. Barry  
Director M. Berry      Director H. Canelis      Director D. DeBeaune      Director S. Griswold

## OPEN TIME FOR PUBLIC EXPRESSION

*This is an opportunity for any member of the public to briefly address the District Board on any matter that does not appear on this agenda and is restricted to matters within the Board's jurisdiction. Items that appear to warrant a more-lengthy presentation or Board consideration may be placed on the agenda for discussion at a future meeting. Please limit comments to three hundred (300) words.*

## AGENDA ADJUSTMENTS

*An opportunity for the Board President to approve adjustments to the current agenda.*

## DIRECTOR REPORTS

*An opportunity for Directors to report on their individual activities related to District Business.*

## STAFF REPORTS

1. Administrative Assistant
2. Fire Department and Firefighters Association Report
  - a. Operations
  - b. Administration
  - c. Training
  - d. Special Projects
3. Park & Rec Maintenance
4. Facilities

## CONSENT CALENDAR ITEMS

*These items can be acted on in one consolidated motion or may be removed from the Consent Calendar and separately considered at the request of any Director*

1. Approval of Meeting Minutes – January 11, 2021
2. Approval of Financials – Month of December 2021
3. Approval of Financials – Month of January 2022

## ACTION ITEMS

1. **Resolution 21/22-11 Proclamation of a Local Emergency for the Cazadero Community Services District, County of Sonoma, State of California, Ratifying the Proclamation of**

- a State of Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Cazadero Community Services District for the Period February 1, 2022, Through March 1, 2022, Pursuant to Brown Act Provisions** – Discussion/Action – Teleconferenced District Board Meetings; Implementation of AB 361 Changing Brown Act Meeting Requirement; Proposed District Resolution Authorizing Remote Teleconference Meeting.
2. **Per Capita grant award and Resolution 21/22-12** – Discussion/Action –
  3. **Resolution 21/22-13 – California Climate Investment Fire Prevention Grant Program** – Discussion/Action –
  4. **Sonoma Open Space grant application for vegetation management** – Discussion/Action –
  5. **Fiber Optic Grant** – Discussion/Action –
  6. **Emergency Communications** – Discussion/Action – Update on implementation of Emergency Radio Communications in Cazadero and how the CCSD Board can be supportive, by Tony Goodwin
  7. **Playground Equipment** – Discussion/Action –
  8. **Joint RR Historical Society and CCSD re: Depot** – Discussion/Action –
  9. **Surplus Equipment** – Discussion/Action –

#### **DISCUSSION ITEMS**

1. **Update on Grants** – Discussion –
  - a. California Coastal Conservancy grant
  - b. California Dept. Of Parks and Recreation grant
  - c. Sonoma County Open Space grant
  - d. CalFire grant
2. **Dept of Emergency Management evacuation drill** – Discussion – Saturday, June 18
3. **County of Sonoma fire districts funding and Measure G tax** – Discussion –
4. **Pacific Watershed Associates (consulting and environmental management firm)** – Discussion –

#### **COMMITTEE REPORTS**

1. Consolidation Ad Hoc 2020
2. Park Ad Hoc 2020

#### **FINANCIAL REPORTS**

#### **COMMUNICATIONS**

1. Email from Laura Labanieh, CalTrust, re: CalTrust info and webinar on February 24, 2022
2. Email from Neil McCormick, California Special Districts Association., re: Special District Leadership Academy, April 3-6 or September 18-21

#### **ADJOURNMENT**

# STAFF REPORTS

Alan Dewart  
Park Maintenance Worker  
CCSD Parmeter Park

2-4-22

Cazadero Community Services District  
PO Box 508  
Cazadero CA. 95421

Re: Parmeter Park Maintenance Summary for Month of Jan 2022

The restrooms are open 24 hours and the park is in good overall condition.

**Regular maintenance:**

The parks restrooms have been cleaned a minimum of 4 times weekly (Mon, Wed, Fri and Sat) I have been power blowing and raking the park, courts, adjacent paths, parking areas and lower Austin Creek Rd. 3-4 times per week. I have begun the first round of weed wacking. I have been rinsing dirt and dust from the courts approx once monthly. I am planning on pressure washing and staining the picnic tables this spring. I am also planning on pressure washing and painting the exterior tennis court slab walls when the weather gets warmer.

There have been no notable incidents at the park.

**Continuing needs for contractor assessment/repairs:**

**-Tennis and Basketball Courts**

**-Bathroom deadbolt locks**

In Feb of 2020 I filled all the existing small cracks in the (red colored) surface of the tennis courts with sand, mortar and red coloration mixture. The filling repairs lasted for about the last 6 months but most of the cracks have reopened and it is probably best that a professional court repair/refinishing expert be contracted to refinish the tennis ct. This has been a slow process of degradation but it probably time to get the resurfacing work done.

As previously reported, the basketball court (green colored) surface coat has been slowly peeling away over the last few years so you may want to have that contractor strip and resurface the basketball cts also.

A year or so ago at one of meetings Steve Krausman mentioned he could do something about the replacement of the broken locks/deadbolts on the restroom doors. Nothings been done yet. The deadbolts would allow patrons to lock the door behind them when using the restroom but would also allow for keyed entry in case of an emergency.

Thank you,  
Alan Dewart



## Facilities

For the month of January I did the usual, sweeping the front of the fire hall, cob webbing, washed windows in the lobby, swept and mopped the meeting room, washed the tables off, took rags and mop heads home to wash, cleaned all the counters in the kitchen, cleaned the refrigerator and stove, took the garbage out on Thursdays, swept the big room, swept the storage room, cleaned the bathroom, put out new toilet paper and paper towels, put up new calendar-the last one was gone. It was too pretty so maybe someone couldn't resist it????? the hours were 12 hours

. Nancy Caplan

# CONSENT ITEMS

# **ACTION ITEMS**





**CAZADERO COMMUNITY SERVICES DISTRICT  
PO BOX 508  
CAZADERO CA 95421-0508**

**RESOLUTION 21/22-11**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAZADERO COMMUNITY SERVICES DISTRICT OF SONOMA COUNTY  
PROCLAIMING A LOCAL EMERGENCY EXISTS, RATIFYING THE PROCLAMATION OF A  
STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND  
AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES  
OF THE CAZADERO COMMUNITY SERVICES DISTRICT FOR THE PERIOD FEBRUARY 1,  
2022 THROUGH MARCH 1, 2022 PURSUANT TO BROWN ACT PROVISIONS**

**WHEREAS**, the Cazadero Community Services District (“District”) is committed to preserving and nurturing public access and participation in meetings of the Cazadero Community Services District Board of Directors (“Board”); and,

**WHEREAS**, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and,

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and,

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

**WHEREAS**, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and,

**WHEREAS**, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

**WHEREAS**, emergency conditions exist in the District, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19; and,

**WHEREAS**, during the COVID-19 pandemic, the Board has conducted remote, teleconferenced meetings consistent with the Governor's Executive Orders promoting social distancing; and,

**WHEREAS**, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the Board must reconsider the circumstances of the state of emergency that exists in the District, and the Board has done so; and,

**WHEREAS**, due to the surging Delta Variant of COVID-19, meetings in person would present imminent risk to health and safety of attendees; and,

**WHEREAS**, the Board does hereby find that the State of Emergency proclaimed by Governor Newsom on March 4, 2020, and, the Delta Variant of COVID-19 surging in Sonoma County per the Sonoma County Public Health Notice on August 2, 2021 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and ratify the Proclamation of State of Emergency by the Governor of the State of California; and,

**WHEREAS**, as a consequence of the local emergency, the Board does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

**WHEREAS**, the District is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CAZADERO COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The Board hereby proclaims that a local emergency now exists throughout the District, and the surging Delta Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of March 8, 2022 or such time the Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED, APPROVED and ADOPTED** at a regular scheduled meeting of the Board of the Cazadero Community Services District held on the 8th day of February 2022, by the following roll call vote:

Director P. Barry	_____
Director M. Berry	_____
Director H. Canelis	_____
Director D. DeBeaune	_____
Director S. Griswold	_____

AYES:

NOES:

ABSTAIN:

ABSENT:

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Barry, Board President

ATTEST:

\_\_\_\_\_  
Maureen Berry, Secretary of the Board

\_\_\_\_\_  
Daina DeBeaune, Director

\_\_\_\_\_  
Homer Canelis, Director

\_\_\_\_\_  
Scott Griswold, Director

Paul Barry &lt;acfd1@comcast.net&gt;

1/26/2022 6:29 PM

**Fwd: RE: Action Required: Per Capita Grant Application**

To Maureen Berry <maureen@caz95421.com> • cazaderoosd@comcast.net <cazaderoosd@comcast.net> • Susan Barich <susanbarich@me.com> • susan.barich@barichbiz.com <susan.barich@barichbiz.com>

Here's the latest conversation I have  
Sherry please put on agenda as we need to discuss a resolution accepting the funds

----- Original Message -----

From: Spencer, Erin@Parks

To: Paul Barry <acfd1@comcast.net>

Date: 01/11/2022 4:57 PM

Subject: RE: Action Required: Per Capita Grant Application

Hi Paul, and thank you for your patience, I hope you were able to have a wonderful New Year's break,

As I mentioned previously, Cazadero CSD received a **\$178, 685** grant allocation. This amount is split between two awarding funding sources; \$177,952 through Prop 68, or the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. The additional award of \$733 was granted to "Entities with Populations Less Than 200,000 in Heavily Urbanized Counties".

Here is the Allocations Table: [https://www.parks.ca.gov/pages/1008/files/Per\\_Capita\\_All\\_Allocations\\_Table\\_7.1.20\\_2.2.21.pdf](https://www.parks.ca.gov/pages/1008/files/Per_Capita_All_Allocations_Table_7.1.20_2.2.21.pdf)

Grant Program Procedure Guide:

[https://www.parks.ca.gov/pages/1008/files/Per\\_Capita\\_Program\\_Procedural\\_Guide\\_Sept\\_2020\\_9.1.20%20\\_8.4.21.pdf](https://www.parks.ca.gov/pages/1008/files/Per_Capita_Program_Procedural_Guide_Sept_2020_9.1.20%20_8.4.21.pdf)

We request that all agencies attend a Per Capita Grant Workshop. However, due to COVID restrictions we were able to provide a recorded version online here: <https://youtu.be/nC9KntB4x7M>

Once a project is identified, could you please provide the following:

-Project Name

-Project Address

-Project Scope

-If this project is serving a severely disadvantage community based on the Match Calculator:

(<https://www.parksforcalifornia.org/percapita/?lat=37.94721370&lng=-122.08643450&overlays=disadvantaged>)

-Passed resolution accepting the funds

This will allow me to create a project file and officially allocate the award funds to Cazadero CSD.

For more information I have included the Per Capita website link here: [https://www.parks.ca.gov/?page\\_id=30095](https://www.parks.ca.gov/?page_id=30095)

Please let me now if you would like me to schedule a phone or Teams chat to further discuss.

Thanks again!

**Erin Spencer**

Project Officer (APRS)

Office of Grants and Local Services

Cell: 916.860.4970

[Erin.Spencer@parks.ca.gov](mailto:Erin.Spencer@parks.ca.gov)



**CAZADERO COMMUNITY SERVICES DISTRICT  
PO BOX 508  
CAZADERO CA 95421-0508**

**RESOLUTION 21/22-12**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAZADERO COMMUNITY SERVICES DISTRICT OF SONOMA COUNTY  
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Cazadero Community Services District hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Cazadero Community Services District general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and

7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the Cazadero Community Services District will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures. (PRC §80062(d)).

10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the Directors of the Board, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

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

The foregoing resolution was approved and adopted upon a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and following a roll call vote of the members of the Board of Directors of the Cazadero Community Services District of Sonoma County, on the eighth day of February, 2022.

I, the undersigned, hereby certify that the foregoing Resolution Number 21/22-12 was duly adopted by the Cazadero Community Services District following a roll call vote as follows:

Director P. Barry \_\_\_\_\_  
Director M. Berry \_\_\_\_\_  
Director DeBeaune \_\_\_\_\_  
Director Canelis \_\_\_\_\_  
Director Griswold \_\_\_\_\_

AYES:

NOES:

ABSENT OR NOT VOTING:

/s/ \_\_\_\_\_  
*Paul Barry, President of the Board*

Date: \_\_\_\_\_

/s/ \_\_\_\_\_  
*Homer Canelis, Director*

/s/ \_\_\_\_\_  
*Maureen Berry, Director*

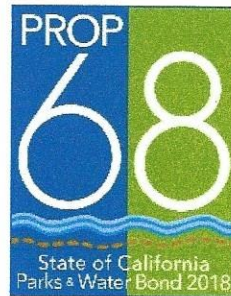
/s/ \_\_\_\_\_  
*Daina DeBeaune, Director*

/s/ \_\_\_\_\_  
*Scott Griswold, Director*

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

# **PER CAPITA PROGRAM**

September 2020



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

*"Creating Community through People, Parks, and Programs"*

**Send correspondence to:**

**Street Address for Overnight Mail:**

Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
1416 Ninth Street, Room 918  
Sacramento, CA 95814

**Mailing Address:**

Calif. Dept. of Parks and Recreation  
Office of Grants and Local Services  
P.O. Box 942896  
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

**2018-2019 California State Budget, Chapter 29**  
Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.



**STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION**



**Department Mission**

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

**Community Engagement Division Mission**

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

**The Office of Grants and Local Services Mission**

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

**OGALS VISION GOALS**

To Be:

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

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Words and terms shown in SMALL CAPS are in the definitions section.

## Per Capita Program Summary

### Background

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

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

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

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

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

### Eligible Recipients (PRC §80062)

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

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts<sup>1</sup>

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

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

### Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at [www.parks.ca.gov/percapita](http://www.parks.ca.gov/percapita) for allocations.

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

### **Eligible Projects**

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

### **Match**

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

### **No Supplanting**

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

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

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

## Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at [www.parks.ca.gov/percapita](http://www.parks.ca.gov/percapita) for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(S) equaling the total contract amount.
  - a. The contract section, beginning on page 42, includes a sample contract.
  - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
  - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
  - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
  - b. The GRANTEE completes PROJECT SCOPE(s).
  - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
  - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

## **Authorizing Resolution**

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

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

The Authorizing Resolution serves two purposes:

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

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

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

## Resolution Form

Resolution Number: (insert number here)

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

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

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

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

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

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

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

---

(Clerk)



## **Application Packet**

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

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



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DEPARTMENT OF PARKS AND RECREATION

**Application Packet Checklist**

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

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



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**Per Capita Project Application Form**

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE ( <input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a ( ) year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date	
Print Name:		
Title:		

### **Per Capita Match**

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

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

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

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

### **Match and Eligible Costs**

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

Determining the match amount:

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

Submitting costs for reimbursement

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

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

## Acquisition Projects

### Acquisition Rules

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

### Acquisition Grant Scope/Cost Estimate

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

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

### Acquisition Documentation

For each parcel to be acquired, submit these documents:

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

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<sup>2</sup> Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

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

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

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

*For relocation costs, in addition to the requirements above, provide:*

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

### **Eligible Acquisition Costs**

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

### **Ineligible Acquisition Costs – Cannot be charged to the grant**

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

## Development Projects

### Development Project Rules

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

### Eligible Development Costs

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

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

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

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

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

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

**Ineligible Development Costs – Cannot be charged to the grant**

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE’S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

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

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

***Examples:***

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

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

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



### **Accounting Rules for In-House Employee Services**

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

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



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## Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

**Development project scope** (Describe the project in 30 words or less):

**Project Scope Items** -  all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



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

### Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- The PROJECT will be entirely funded by the GRANT, *or*
- The PROJECT requires funds in excess of the GRANT:
  - The SCOPE is the same as the scope of the larger project, *or*
  - The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
Print Name and Title



State of California – The Natural Resources Agency  
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**CEQA Compliance Certification**

**GRANTEE:**

**Project Name:**

**Project Address:**

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

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

Date complete/expected to be completed

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

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

<b>Lead Agency Contact Information</b>	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ( )	Email:

**Certification:**

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title

**FOR OGALS USE ONLY**

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

## **Land Tenure**

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

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

## **Land Tenure Ownership Documentation**

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

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

## **Land Tenure Non-Ownership Documentation**

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

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

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

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

## **Land Tenure Agreement Checklist**

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

## Land Tenure Checklist

GRANTEE:	PROJECT Name									
<input checked="" type="checkbox"/>	<b>Page</b>	<b>Required Item</b>								
<input type="checkbox"/>		<p><b>Type of agreement:</b> For example: lease, joint powers agreement, easement, memorandum of understanding, etc.</p> <p>_____</p>								
<input type="checkbox"/>		<p><b>Parties to the agreement</b> (land owner must be public agency or utility) <b>and date signed:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Party</td> <td style="width: 40%; border: none;">Date Signed</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> </table>	Party	Date Signed	_____	_____	_____	_____	_____	_____
Party	Date Signed									
_____	_____									
_____	_____									
_____	_____									
<input type="checkbox"/>		<p><b>Term of the agreement:</b> _____ years</p>								
<input type="checkbox"/>		<p><b>Agreement end date:</b> _____</p> <ul style="list-style-type: none"> <li>• Grant amounts up to \$100,000 require at least 20 years of land tenure.</li> <li>• Grant amounts above \$100,000 require at least 30 years of land tenure.</li> <li>• The land tenure requirement begins on July 1, 2018.</li> </ul>								
<input type="checkbox"/>		<p><b>Renewal option:</b> Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.</p>								
<input type="checkbox"/>		<p><b>Termination clause:</b> Any of the following is acceptable:</p> <ul style="list-style-type: none"> <li>• No termination clause – the agreement is non-revocable.</li> <li>• Termination clause specifies the agreement is revocable only for cause.</li> <li>• The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.</li> </ul>								
<input type="checkbox"/>		<p><b>Site Control, Roles and Responsibilities</b> should the GRANT be awarded, the agreement:</p> <ul style="list-style-type: none"> <li>• Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities.</li> <li>• Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period.</li> <li>• Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.</li> </ul>								

## Site Plan

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

## Sub-leases or Agreements

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

## Photos

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

## Greenhouse Gas Emissions Reduction and Carbon Sequestration.<sup>3</sup>

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

Before getting started, gather the following PROJECT information:

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

Getting started:

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

---

<sup>3</sup> PRC §80001(b)(7)

<sup>4</sup> Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

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

Once all the groups are entered, click [next](#)

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



## **Special Requirements**

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

### **Status Report**

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

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

Grantee:  
 Project Number:  
 Project Name:  
 Project Scope:  
 Project Phase:  Pre-Construction/Pre-Acquisition  Acquisition and/or Construction  
 When will you submit your next payment request? For how much?  
 Estimated date of project completion:  
 Potential obstacles affecting completion:

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

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

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

Provide photos showing work completed since (DATE)

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

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

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

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

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

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

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE Signature Date

\_\_\_\_\_  
 Print Name and Title

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

## **Bond Act Sign**

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

## **Sign requirements**

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

## **Sign Language**

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

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

## **Logo**

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

## **Sign Construction**

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

## **Sign Cost**

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

## **Appropriateness of Signs**

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

## **State Approval**

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

## Deed Restriction

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

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

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

## Deed Restriction Instructions

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

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

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

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

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

### DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

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

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

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

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

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

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AUTHORIZED REPRESENTATIVE Signature Date

---

Print Name and Title

---

Business Name (if property is owned by a business):

---

Additional signature, if required Date

---

Print Name and Title

## Grant Payments

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

### Payment Rules

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



## **Payment Request Form Instructions**

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

# Payment Request Form

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

## PAYMENT REQUEST State Grant Programs

**See Instructions on Page 2.**

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	
<b>6. PAYMENT INFORMATION</b> <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$ <input style="width: 100px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
<b>7. SEND WARRANT TO:</b>	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
<b>8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION</b>	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	DATE
<b>FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY</b>	
PAYMENT APPROVAL SIGNATURE	DATE

**Grant Expenditure Form**

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

**PROJECT Number:**

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

<b>PRE-CONSTRUCTION Subtotal (5)</b>	\$
<b>Construction Subtotal (6)</b>	\$
<b>Grand Total (5) + (6)</b>	\$

List only ELIGIBLE COSTS charged to the GRANT.

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

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

**Column (2)** Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

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

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

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

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

## **Project Completion Packet**

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

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

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

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

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

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

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

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

---

<sup>5</sup> OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



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

**Project Completion Certification Form**

**Grantee:**

**Project Number:**

**Grantee contact for audit purposes**

Name:

Address:

Phone: ( )

Email:

**Project completion – list the grant scope items:**

**Provide revised Funding Sources Form**

**Interest earned on advanced funds:** \$

**Interest spent on eligible costs:** \$

**Was a Notice of Completion filed with the County Recorder or other appropriate entity?**  
Yes / No

**Certification:**

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

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

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

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

---

AUTHORIZED REPRESENTATIVE Signature

Date

---

Print Name and Title

## Advance Payments

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

## Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none"> <li>• Payment Request Form</li> <li>• ADVANCE justification (see below)</li> <li>• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES</li> </ul>

## Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> <li>• Payment Request Form</li> <li>• ADVANCE justification (see below)</li> <li>• Bid documents (see page 33, number 9)</li> <li>• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule</li> <li>• Filed NOD or NOE (page <b>Error! Bookmark not defined.</b>)</li> <li>• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES</li> </ul>

## Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

**Clearing the Advance**

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

**Subsequent Payments**

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

**Acquisition Advance into Escrow**

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

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

1. A letter on the GRANTEE’s letterhead, addressing all of the following elements, and signed by the GRANTEE’s AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
  - b) Copy of the property appraisal and written concurrence (page 14).
  - c) GRANT contract number and amount of GRANT funds requested.
  - d) A statement by the GRANTEE that “the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions.”
  - e) A statement by the GRANTEE that “all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds.” In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
  3. Payment Request Form. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact person (see page 35).

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

#### **Returning Unexpended Advanced Funds for Acquisition**

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.



# Per Capita Contract



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

## Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

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

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

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

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

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

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

GRANTEE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
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	

## **I. RECITALS**

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

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

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

## **II. GENERAL PROVISIONS**

### **A. Definitions**

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

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

### **B. Project Execution**

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 enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

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

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

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (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 PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

**D. Project Administration**

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

## **E. Project Termination**

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

## **F. Budget Contingency Clause**

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

## **G. Hold Harmless**

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.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the 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.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

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

**K. Severability**

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

**L. Liability**

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

**M. Assignability**

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

**N. Use of Grant Monies**

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

**N. Section Headings**

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

**O. Waiver**

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

GRANTEE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## **Accounting and Audits**

### **Accounting Requirements**

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

### **Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)**

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

### **State Audit**

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

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

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

### **Record Keeping Recommendation**

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

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.



## Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

### CONTRACTS

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

### IN-HOUSE EMPLOYEE SERVICES\*

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

### IN-HOUSE EQUIPMENT\*

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

### MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (cancelled checks/warrants, bank statements and EFT receipts \*\*)

### ACQUISITION

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

### INTEREST

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

### AGREEMENT/CONTRACTS

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

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

*\*\* Front and back if copied.*

## References

### Public Resources Code relating to the Proposition 68 Per Capita program

#### 80000.

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

#### 80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

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

#### 80002.

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

**80020.**

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

**CHAPTER 3.**

**80060.**

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

**80061.**

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

**80062.**

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

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

**80063.**

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

## **Allocation Tables**

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at [www.parks.ca.gov/percapita](http://www.parks.ca.gov/percapita) for allocations.

### **Allocation Transfer**

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

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

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<sup>6</sup> Please contact OGALS for sample transfer and recipient resolutions.

## Definitions

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

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

**APPLICATION PACKET** – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

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

**CEQA** – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

**CONSTRUCTION COSTS** – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

**CONTRACT PERFORMANCE PERIOD** – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

**DEVELOPMENT** – construction, expansion, or renovation.

**DPR** – the California Department of Parks and Recreation.

**GRANT** – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

**GRANTEE** – an entity having a fully executed contract with DPR.

**GRANT PERFORMANCE PERIOD** – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

**IN-HOUSE EMPLOYEE SERVICES** – use of the GRANTEE’S employees working on the PROJECT SCOPE.

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

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

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

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

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

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

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

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



**CAZADERO COMMUNITY SERVICES DISTRICT  
PO BOX 508  
CAZADERO CA 95421-0508**

**RESOLUTION 21/22-13**

**AUTHORIZING THE CAZADERO COMMUNITY SERVICES DISTRICT  
TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA  
TO CARRY OUT THE CAZADERO ACRE PROJECT**

**WHEREAS**, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs, and

**WHEREAS**, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

**WHEREAS**, the applicant will enter into an agreement with the State of California to carry out the Cazadero ACRE project;

**NOW THEREFORE BE IT RESOLVED** that the Cazadero Community Services District:

1. Approved the filing of an application for "California Climate Investment Fire Prevention Grant Program"; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of the Cazadero Community Services District are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to the grant deadline in 2026.
5. Appoints the President of the Board of Directors or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.



The foregoing resolution was approved and adopted the 8<sup>th</sup> day of February, 2022, by the following roll call vote:

Director P. Barry \_\_\_\_\_  
Director M. Berry \_\_\_\_\_  
Director H. Canelis \_\_\_\_\_  
Director D. DeBeaune \_\_\_\_\_  
Director S. Griswold \_\_\_\_\_

AYES: \_\_\_\_\_; NOES: \_\_\_\_\_; ABSENT OR NOT VOTING: \_\_\_\_\_

\_\_\_\_\_  
Paul Barry, Board President

\_\_\_\_\_  
Maureen Berry, Board Vice President

\_\_\_\_\_  
Homer Canelis, Director

\_\_\_\_\_  
Daina DeBeaune, Secretary of the Board

\_\_\_\_\_  
Scott Griswold, Director

\_\_\_\_\_  
Date

**----CERTIFICATION OF RESOLUTION----**

**ATTEST:**

I Maureen Berry, Vice President of the Cazadero Community Services District board of Directors, witness my hand on the \_\_\_\_ day of February, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

TO: Cazadero Community Services District  
5980 Cazadero Hwy, Cazadero, CA. 95421

2/4/2022

From: Tony Goodwin  
Cazadero Volunteer Fire fighter  
5980 Cazadero Hwy, Cazadero, CA. 95421

RE: Cazadero Internal Radio and Internet communications,

Good day President Barry and Directors Griswald, Berry, DeBeaune and Canelis ,  
After the last board meeting President Barry, Director Griswald, Mark Graham, Chief Krausmann,  
Assistant Chief Schanz and myself meet at Fire house #2 to discuss to feasibility of implementing a radio  
network within the area of Cazadero for internal operations. This radio network would allow officers as  
well as fire fighters to coordinate personal and apparatus for each emergency call. Presently our  
infrastructure will not allow coordination without the use of Redcom. Redcom is not setup to  
accommodate this and is heavily taxed in doing so. The idea of it was well received and closing a  
communication gap here in Cazadero seemed prudent. At the same time, we discussed the unreliability  
of the internet here in Cazadero and at the fire houses. Digital messaging is imperative during events  
and is used by Sonoma County Office of Emergency Management to disseminate tactical plans and  
assignments. Having a collaboration agreement with the Sonoma County Auxiliary Communication  
Service (ACS) team will ensure redundant messaging during emergency situations. -

I was asked to pursue what the financial and administrative costs(immediate and long term) that  
would be required for this. What personal and training would be required to physically maintain the  
network. I contacted the FCC (Federal Communications Commission) regarding obtaining Cazadero's  
use and designation of a frequency. I will also source economical equipment to present to the board. I  
would like to bring this back to the board at the March meeting. If there are any questions, please reach  
out to me.

Kind regards,

Tony Goodwin  
707 494-7494  
tonythecraftsman@gmail.com

CC: Steve Krausmann, Eric Schanz, Darryl Paul

Jane Barry <jbarry@russianriverhistory.org>

2/6/2022 7:59 AM

## Draft MOU Cazadero Learning Center & Museum

To Sherrie <cazaderocsd@comcast.net>

---

Good morning,

I have attached the draft MOU between the Russian River Historical Society and the Cazadero Community Services District.

Let me know if you have any questions.

Thanks

Jane

-----  
Jane Barry  
President  
Russian River Historical Society  
P.O. Box 484  
Monte Rio, CA 95462  
(707) 953-6074  
[jbarry@russianriverhistory.org](mailto:jbarry@russianriverhistory.org)

What we give today helps preserve yesterday for tomorrow.

---

- Draft MOU.pdf (2 MB)

## MEMORANDUM OF UNDERSTANDING

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the CAZADERO COMMUNITY SERVICES DISTRICT, a Sonoma County special district, located at 5980 Cazadero Hwy, P. O. Box 508, Cazadero, CA. 95421 (the "CCSD") and the RUSSIAN RIVER HISTORICAL SOCIETY a California non profit corporation, with an address of P.O. Box 484, Monte Rio, CA. 95462 (the "RRHS")

### AGREEMENT

The CCSD and the RRHS agree to work together to support the history of the Cazadero and Austin Creek canyon area. The RRHS, established in 1983, collects and preserves oral, written, and visual histories, photographs, documents, and artifacts that are of historical importance to the people of the lower Russian River area for the purposes of display, educational and public purposes. Following is the responsibility of each party.

### RECITALS

In order to protect and preserve the pioneer heritage of ~~the~~ Cazadero <sup>of</sup> to display artifacts and exhibits as part of the Historical Museum Building, and to enhance the experience of visitors to the Learning Center, the parties have entered into this Agreement establishing and memorializing the duties and responsibilities of each of each party.

The RRHS is the legal owner of the artifacts (the "Artifacts") displayed <sup>within</sup> ~~at~~ the Museum Building, maintains the Artifacts, and gives guided tours explaining the historical and educational importance of the Artifacts. Under the Constitution and Bylaws of the RRHS, all artifacts donated to the Cazadero History. <sup>Museum</sup> ~~Use in~~ and Learning Center become the legal property of the RRHS and title to the Artifacts may not be returned to their former owners, sold or loaned for any purpose without the expressed permission of the Board of Directors of the RRHS

The parties agree that the Museum Building real property and the improvements constructed thereon ~~located in Cazadero~~, are owned by the CCSD. Use of the Museum and Learning Center shall be under mutual direction of the CCSD and the RRHS and be of historical purposes exclusively.

The CCSD shall be responsible for all the utilities to the Museum and Learning Center.

The CCSD shall be responsible of the interior and exterior maintenance of the buildings and surrounding property.

The parties agree that the CCSD, at its sole expense, shall be responsible for reasonable repair, maintenance, replacement and operation of the Museum Buildings and may close it in its discretion for necessary repairs and maintenance. The RRHS shall be provided keys to the doors of the Museum

The CCSD shall include the Museum Buildings and operation of the Museum in its standard fire and liability insurance coverages. The RRHS shall be named as an additional insured for liability purposes only. The CCSD shall not be responsible to provide insurance coverage on the Artifacts maintained by the RRHS. The RRHS at its option, may seek to obtain insurance to cover the Artifacts against theft, fire or other damage. In any event, the RRHS shall indemnify, defend and hold the CCSD harmless from any third party claim arising from any loss of, or damage to, any Artifact.

The term of this Agreement shall be for a period of twenty (20) years consisting of an initial five (5) year period renewable for three (3) additional five (5) year terms. Either party to this Agreement may terminate this Agreement at any time following the expiration of the third calendar year of the Agreement following the execution date of this Agreement upon giving the other party one (1) year advance written notice of the termination. Before the expiration of each five (5) year period, the parties shall meet to review and evaluate the Agreement and consider desirable modifications, if any, of the Agreement. The chairperson of the RRHS Board will have the responsibility to call for the review, but either of the parties may so request a review. Additional extensions beyond the twenty (20) year term may be arranged by the mutual consent of the parties.

# **DISCUSSION ITEMS**

# **COMMITTEE REPORTS**

2/6/2022 7:59 PM

P. L. Barry <cazhwy@gmail.com>

# Fwd: FAIRA insurance letter and Fire Tax polling summary mentioned at 1/27/22 SoCo Fire Districts Assn meeting

To CAZADERO COMM SVS DISTRICT <cazaderocsd@comcast.net>

Try this. Go to bottom

----- Forwarded message -----

From: Sean Grinnell <sgrinnell@bbfpd.org>

Date: Fri, Feb 4, 2022 at 3:02 PM

Subject: Fwd: FAIRA insurance letter and Fire Tax polling summary mentioned at 1/27/22 SoCo Fire Districts Assn meeting

To: <SCFDA@googlegroups.com>

President Akre asked that I forward this information to you.  
Have a great weekend.  
Sean

Sean Grinnell  
Fire Chief  
BBFPD  
707-875-3700

To: Steve Akre <SteveA@sonomavalleyfire.org>  
Cc: Jacqueline Schaap <jschaap@johnstonthomas.com>  
Subject: FAIRA insurance letter and Fire Tax polling summary mentioned at 1/27/22 SoCo Fire Districts Assn meeting

Chief –

Please find attached the 12/31/21 FAIRA letter to member districts about employment practice liability and deductible changes; as well as the EMC fire sales tax polling summary presentation from the 1/25/22 BOS meeting.

Thank you for the opportunity to be of assistance.

Stay well –

Bill

William L. Adams, Attorney

JOHNSTON | THOMAS, Attorneys At Law, P.C.  
1400 North Dutton Avenue, Suite 21  
Santa Rosa, CA 95401  
T: (707) 545-6542 | C: (707) 236-2176 | F: (707) 545-1522  
wadams@johnstonthomas.com

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This email provides only general legal information, and not specific legal advice. Information contained in any email is not a substitute for a personal consultation with an attorney. This message does not provide any legal advice, imply an attorney-client relationship, and does not contain the signature of the sender or any other party. Do not rely on this message without specific authorization from the sender. You are not a client of this law firm unless you have paid a retainer and signed an attorney/client agreement for representation



--  
You received this message because you are subscribed to the Google Groups "Sonoma County Fire Districts' Association" group.  
To unsubscribe from this group and stop receiving emails from it, send an email to [SCFDA+unsubscribe@googlegroups.com](mailto:SCFDA+unsubscribe@googlegroups.com).  
To view this discussion on the web visit [https://groups.google.com/d/msgid/SCFDA/CAJeZff5ih2AYYkt79-TbWgf9-oBaP\\_Wka0CSQz8easAmhVTG0g%40mail.gmail.com](https://groups.google.com/d/msgid/SCFDA/CAJeZff5ih2AYYkt79-TbWgf9-oBaP_Wka0CSQz8easAmhVTG0g%40mail.gmail.com).

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- Sonoma County Fire Sales Tax polling results summary from BOS meeting 1-25-22.pdf (1 MB)
- FAIRA 12-31-21 letter to member districts re changes in Employment Practice Liability and deductibles.pdf (142 KB)



## Fire Agencies Insurance Risk Authority

Susan Blankenburg, General Manager  
595 Market Street, Suite 2100  
San Francisco, CA 94105  
Office 415-517-8028

Date: December 31, 2021  
To: FAIRA Member Districts  
From: Susan Blankenburg  
Subject: EMPLOYMENT PRACTICE LIABILITY – NEW PROTOCOLS

Employment Practice Liability (EPL) related losses, commonly known as discrimination, sexual harassment, demotion, failure to promote, wrongful termination (etc.), have cost FAIRA \$6+ million over the past ten years and is the single greatest liability risk for employers and FAIRA as a pool. Managing our EPL losses is one of the best ways we have to control the future cost of our insurance.

There is proof that when EPL actions occur and the proper professionals are engaged early in the process, that the legal costs are significantly less and litigation can often be avoided. With this in mind, **the FAIRA Board of Directors' adopted protocols at the September 13, 2021 Board of Directors' that require that all members engage outside employment law counsel prior to taking personnel actions.** Please note that the placing of an employee or volunteer on administrative leave does not require prior consultation.

We understand that many Districts have relationships with will EPL attorneys that they wish to maintain; please continue to do so. For those who do not have relationships with EPL attorneys, FAIRA will make the services of Peter Flandera available for up to 3 hours of consultation prior to taking personnel actions.

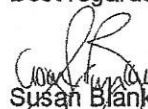
If an Employment incident results in an EPLI claim, **it will be necessary that you provide proof of previous consultation when submitting your claim to the carrier, or you will be subject to a \$25,000 minimum EPL Deductible.** (We have attached a partial list of the common EPL actions seen by today's employers.) If you are not sure if you have an EPL occurrence feel free to reach out to us. In many cases we will recommend that you report any incident that you feel may give rise to a claim to the carrier at: [fairaclaimsreporting@networkadjusters.com](mailto:fairaclaimsreporting@networkadjusters.com). The earlier the claim's professionals become involved, the better the chances are of managing the process, and there is no penalty for filing an "incident" that does not turn into a claim.

The good news is that there are not a lot of EPL claims. They are low frequency but high severity. Unfortunately for those of you who have had that one or two EPL claims in your career, you know that these are large dollar claims that can become all-consuming and stressful. This past year we had a Chief who was faced with not just one, but two EPL claims. He engaged counsel early on and ultimately both cases were dropped. This is proof that early engagement of EPL counsel works!

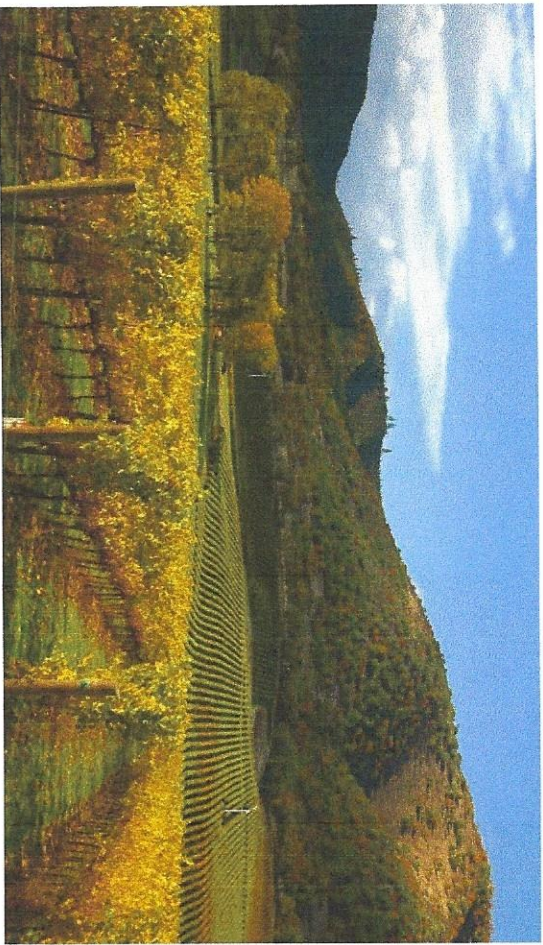
**These new protocols go into effect on January 1, 2022.**

If you have any questions, please feel free to contact us.

Best regards,

  
Susan Blankenburg

cc: FAIRA Board of Directors  
Peter Flanderka, Law Offices of Peter Flanderka



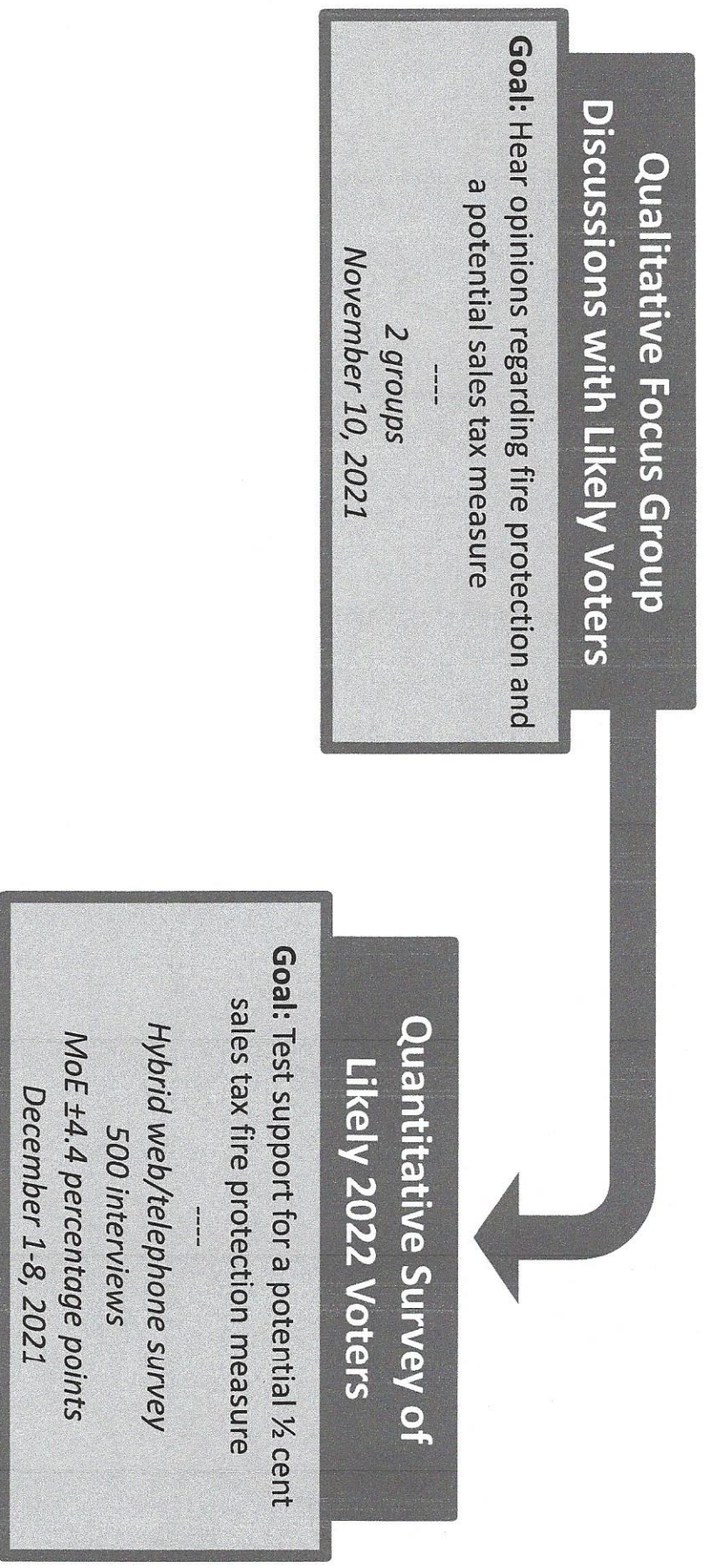
# EMC

## research



### Survey of Sonoma County Likely 2022 Voters RE: Potential Sales Tax Measure *Summary of Results - January 2022*

# Research Process



*Please note that due to rounding, some percentages may not add up to exactly 100%.*

# Key Findings

- ▶ Though fire is not a top-of-mind concern today, the vast majority believe that fire protection is an important issue in Sonoma County and report using a local fire alert system themselves.
- ▶ Many think the County is currently doing a good job providing fire and emergency services and believe it is crucial to have high-quality fire protection in the County.
- ▶ However, there are a significant amount who continue to show a general aversion to new taxes.
- ▶ Support today for a ½ cent sales tax measure for local fire prevention and protection falls just below the two-thirds threshold required for passage, with no statistical difference between likely June and November electorate models.
- ▶ There are a variety of reasons to support the measure that voters find compelling; support holds steady, but does not increase, after respondents hear about these reasons.
- ▶ Opposition messaging is compelling and has an impact on support for the measure.

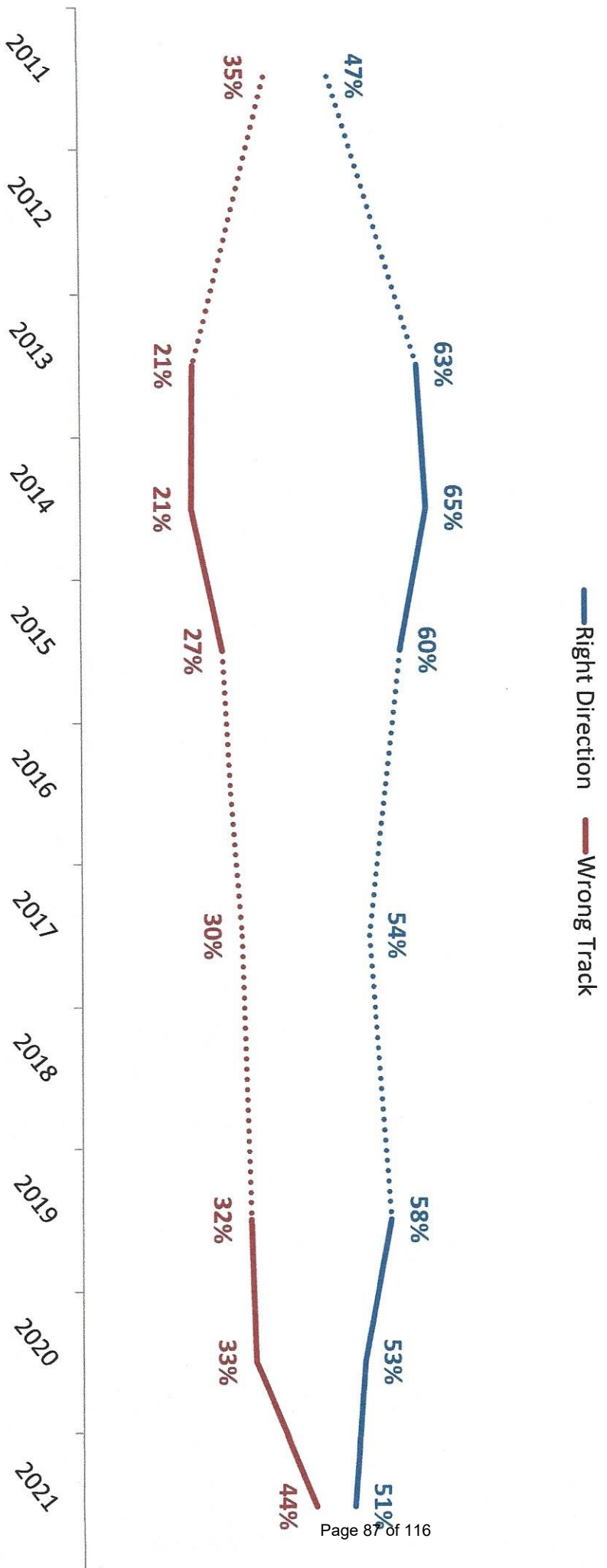


# Issue Environment

# Sonoma County Right Direction/Wrong Track



Voters are split on the direction of the County, with an increase in general pessimism in recent years.

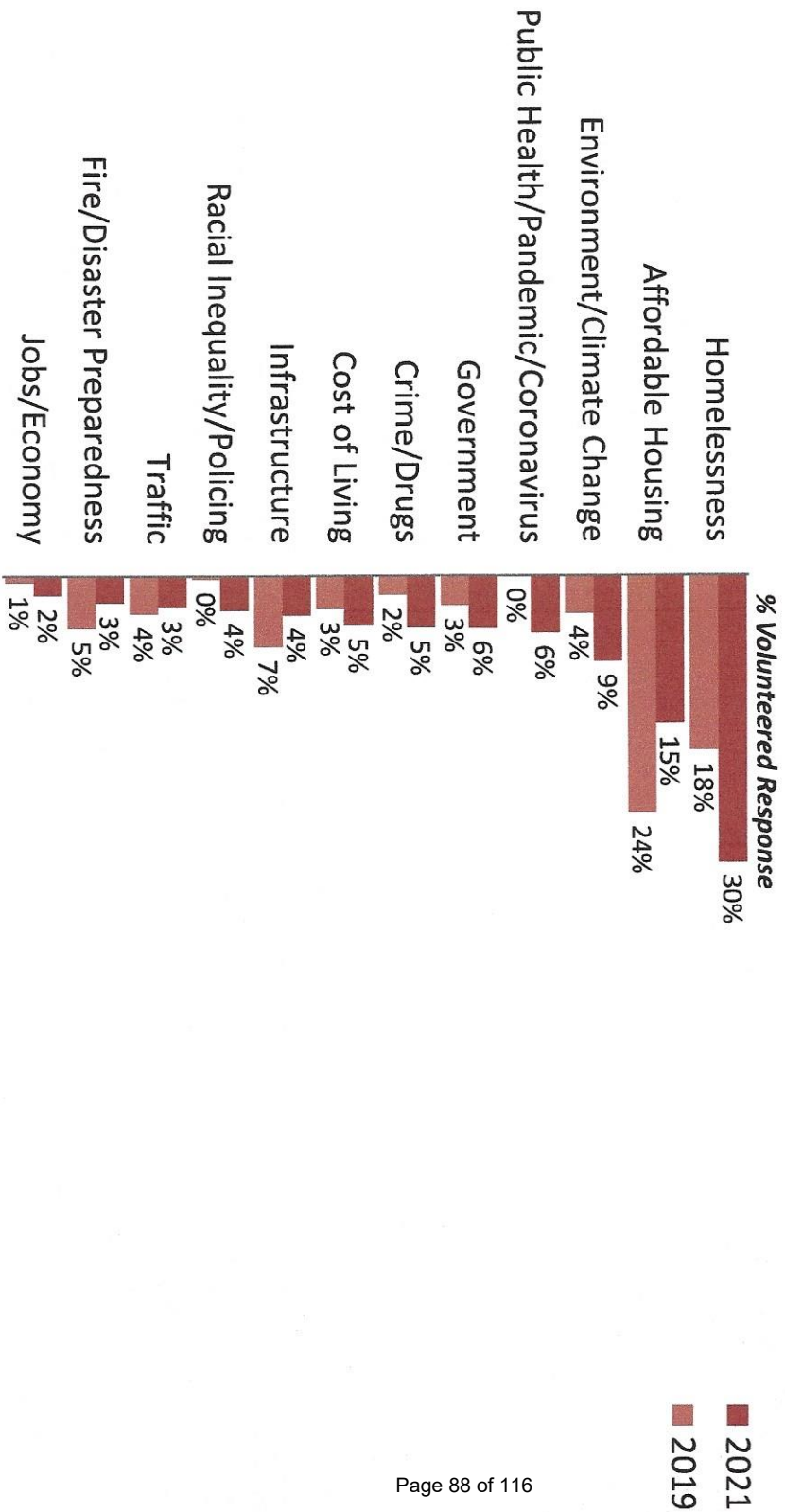


Q4. Do you feel that things in Sonoma County are going in the right direction or do you feel things are off on the wrong track?

# Most Important Problem – Open Ended



*Homelessness and affordable housing continue to be top-of-mind issues among voters in Sonoma County.*

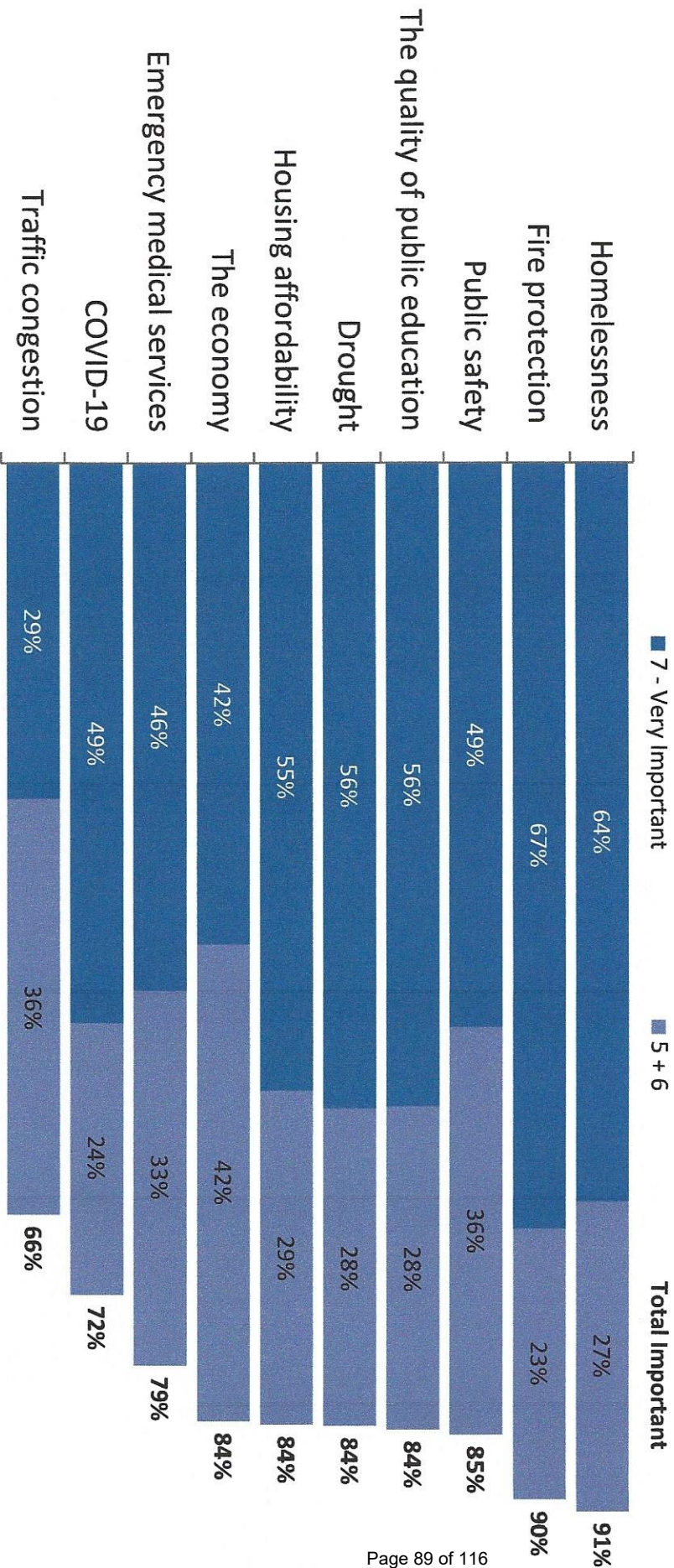


Q5. What do you think is the most important problem facing Sonoma County today?  
 (OPEN END, VERBATIM RESPONSES CODED INTO CATEGORIES, FIRST RESPONSE ACCEPTED)



# Issue Importance – Close Ended

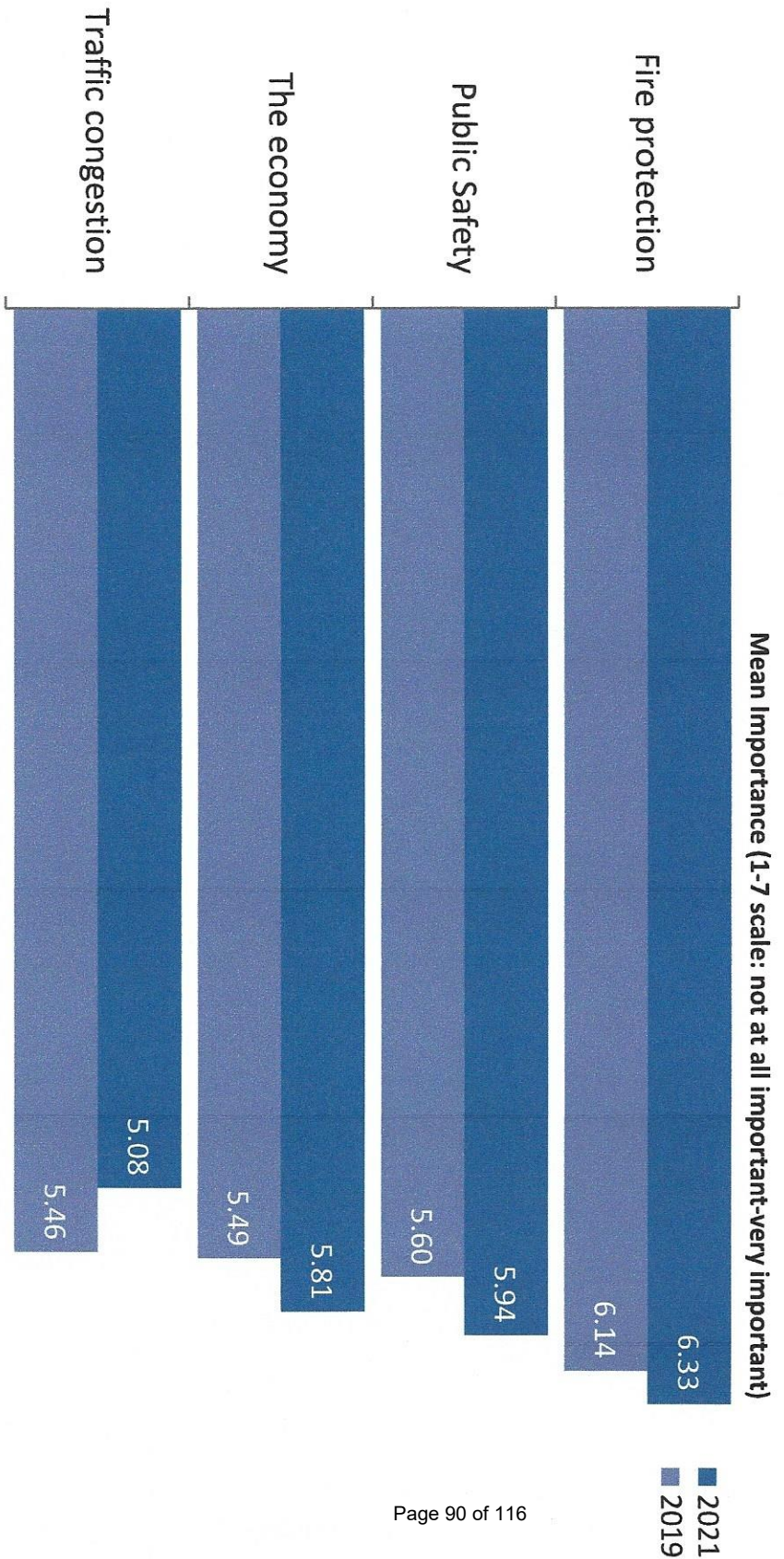
*When voters are asked about specific issues, nearly all believe homelessness and fire protection are important.*



Q6-15. I'm going to read you a list of issues in Sonoma County. For each one, please tell me how important that issue is to you, using a scale of 1 to 7, where 1 means not at all important, and 7 means very important.

# Issue Importance Over Time

*Concerns about fire protection remain high and there are slight increases in concern about public safety and the economy.*



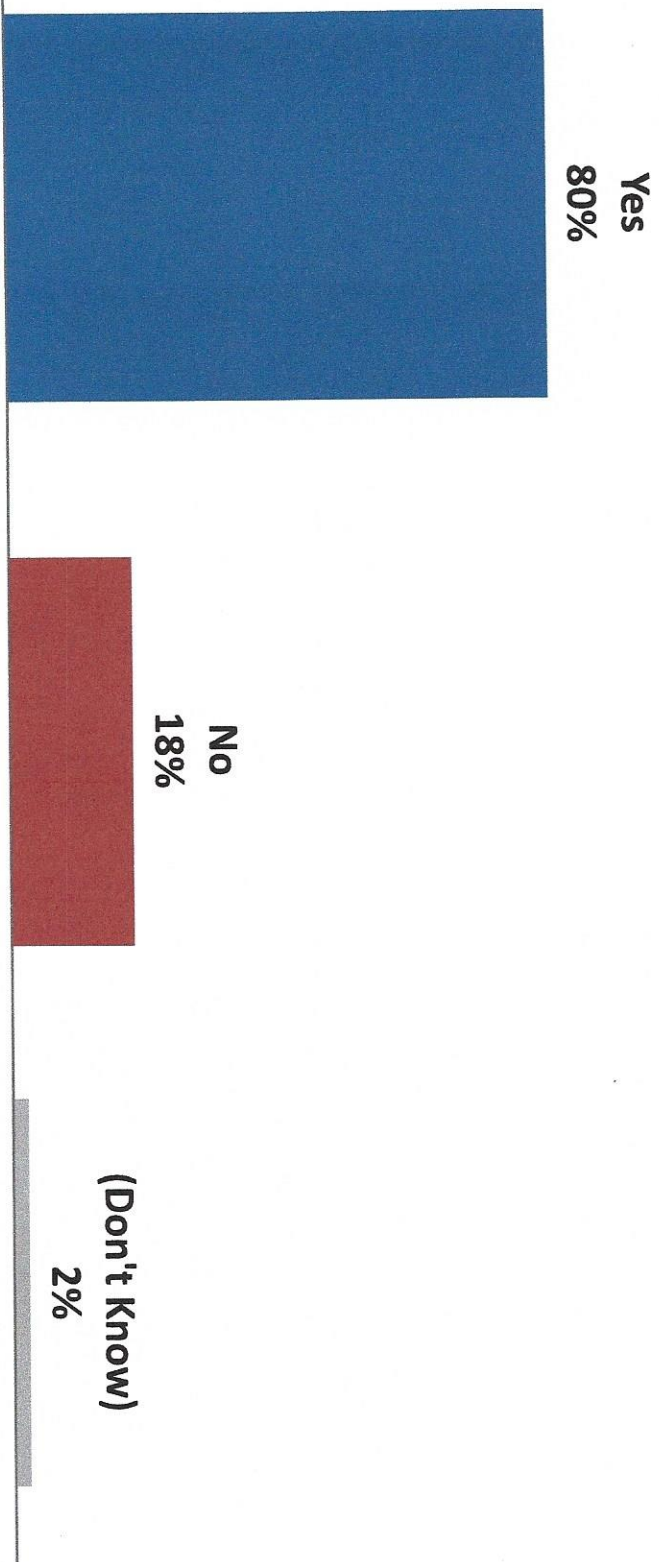
Q6-10. I'm going to read you a list of issues in Sonoma County. For each one, please tell me how important that issue is to you, using a scale of 1 to 7, where 1 means not at all important, and 7 means very important.

# Self-Reported Local Fire Alert System Usage



4-in-5 report using a local fire alert system.

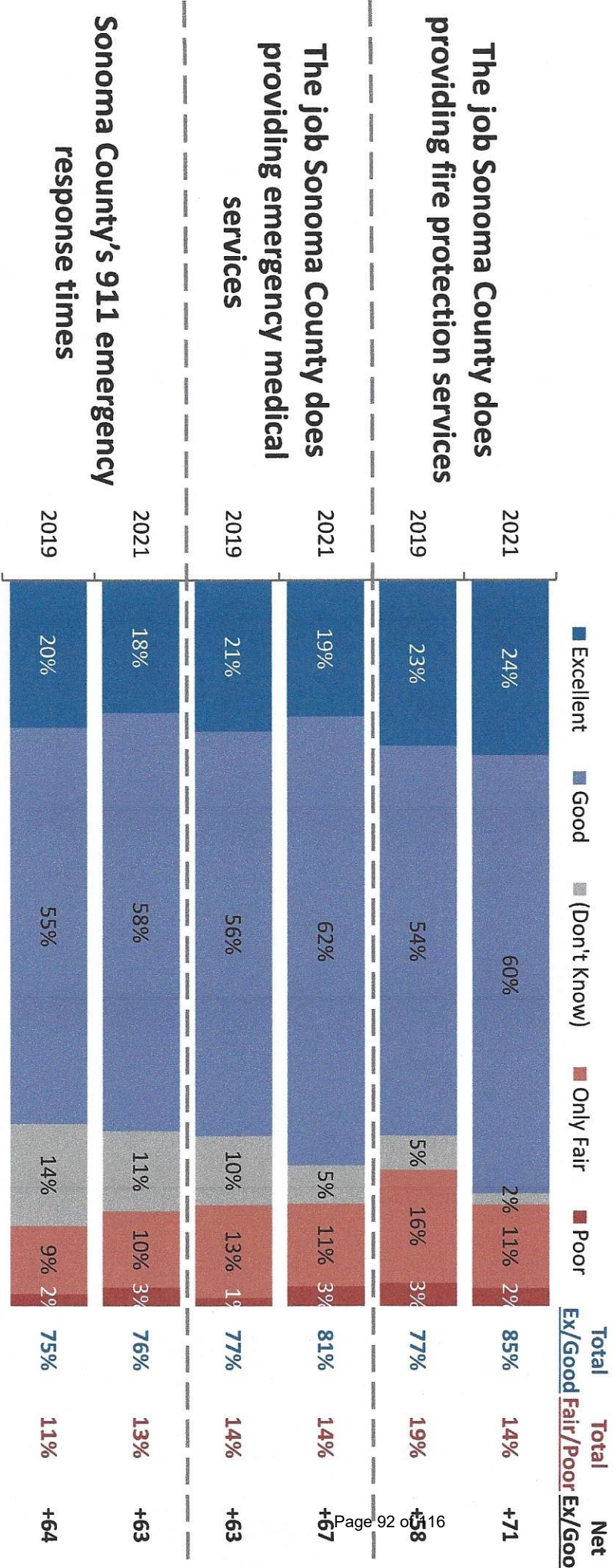
**Are you using any type of local fire alert system like Nixle or Watch Duty to get alerts about local fires in Sonoma County?**



Note: margin of error for the above subgroups ranges from  $\pm 5.5$  to  $\pm 12.2$  percentage points.

# Sonoma County Job Ratings

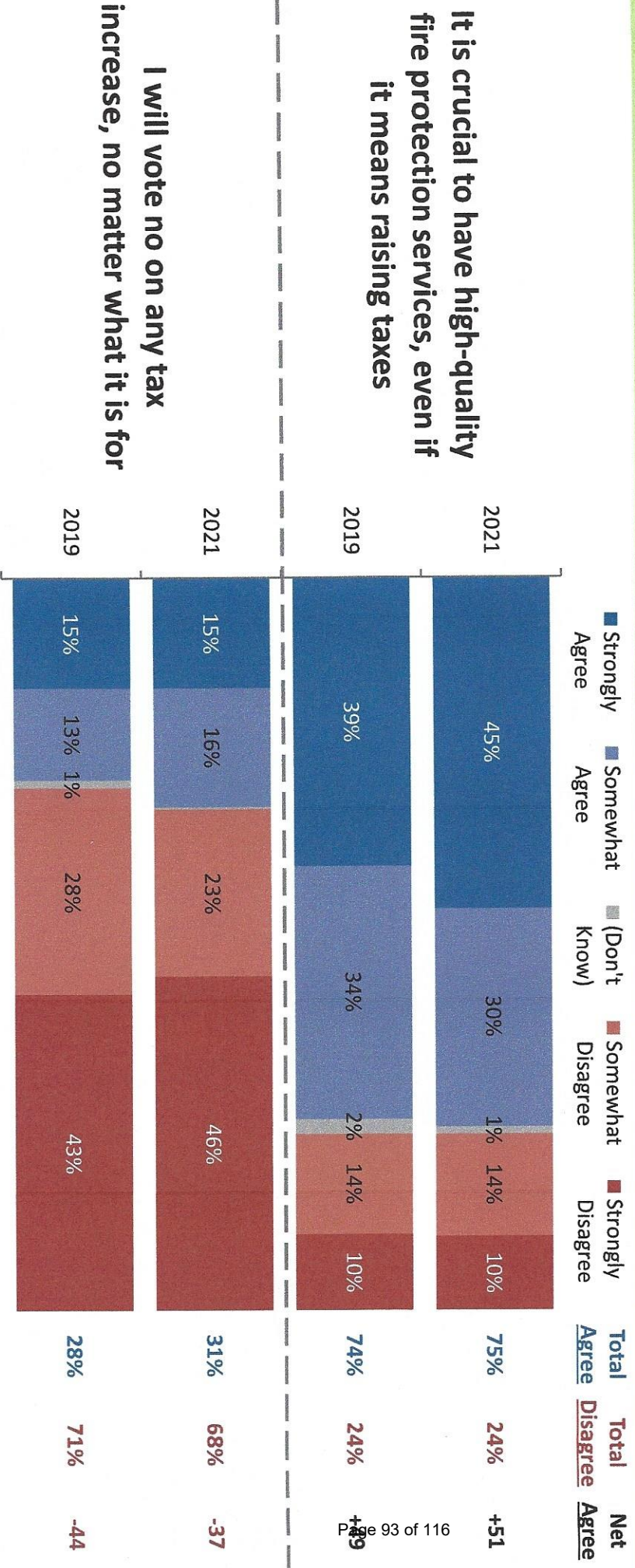
*Many continue to have positive perceptions of County responsibilities tested, with slight increases in the positive perceptions of fire protection services and emergency medical services since 2019.*



Q19-21. Using a scale of excellent, good, only fair, or poor, please rate each of the following for Sonoma County. 21-8297 Sonoma County Sales Tax Measure | 10

# Sonoma County Voter Attitudes

Three-quarters agree that high-quality fire protection services are crucial, with a slight increase in intensity since 2019, and about two-thirds express a willingness to consider a new tax.



Q22-4. Please tell me whether you strongly agree, somewhat agree, somewhat disagree, or strongly disagree with each of the following statements.

21-8297 Sonoma County Sales Tax Measure | 11

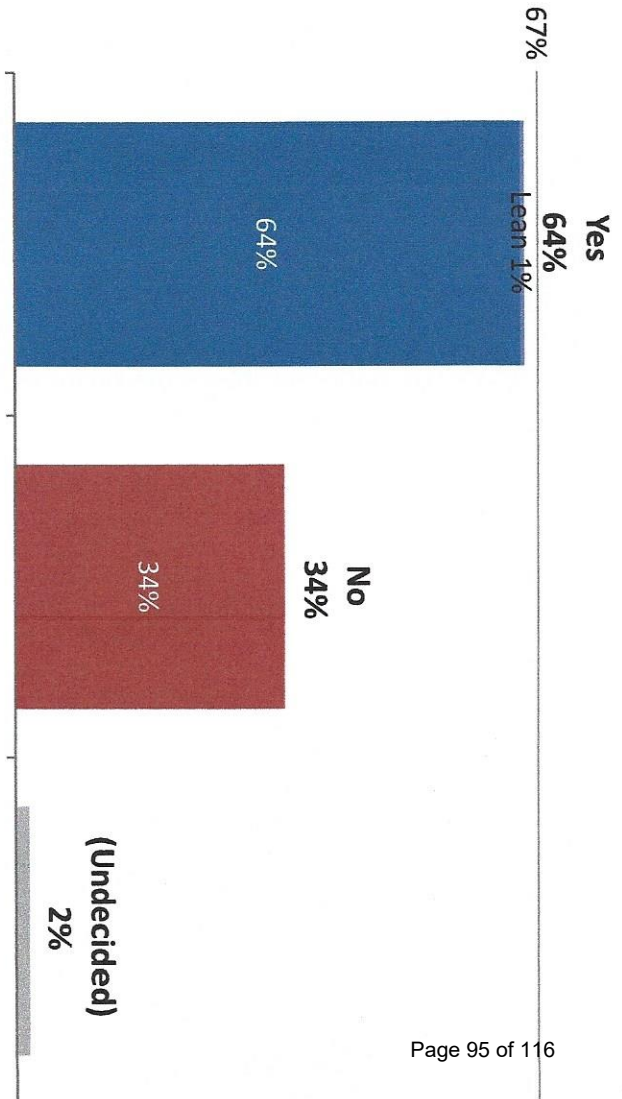


# Potential Sales Tax Measure

# Sales Tax Measure: Support Today

Support today falls just below the two-thirds threshold require to pass.

*To improve and enhance local fire prevention, protection, and emergency and disaster response throughout Sonoma County by: improving countywide vegetation management by reducing flammable brush to prevent wildfire spread; attracting and retaining qualified, local firefighters; and, updating firefighting facilities and equipment, shall Sonoma County establish a ½ cent sales tax until ended by voters, providing approximately \$51,000,000 annually, with annual audits and citizen oversight, and increase its annual appropriations limit to allow expenditure of the proceeds?*

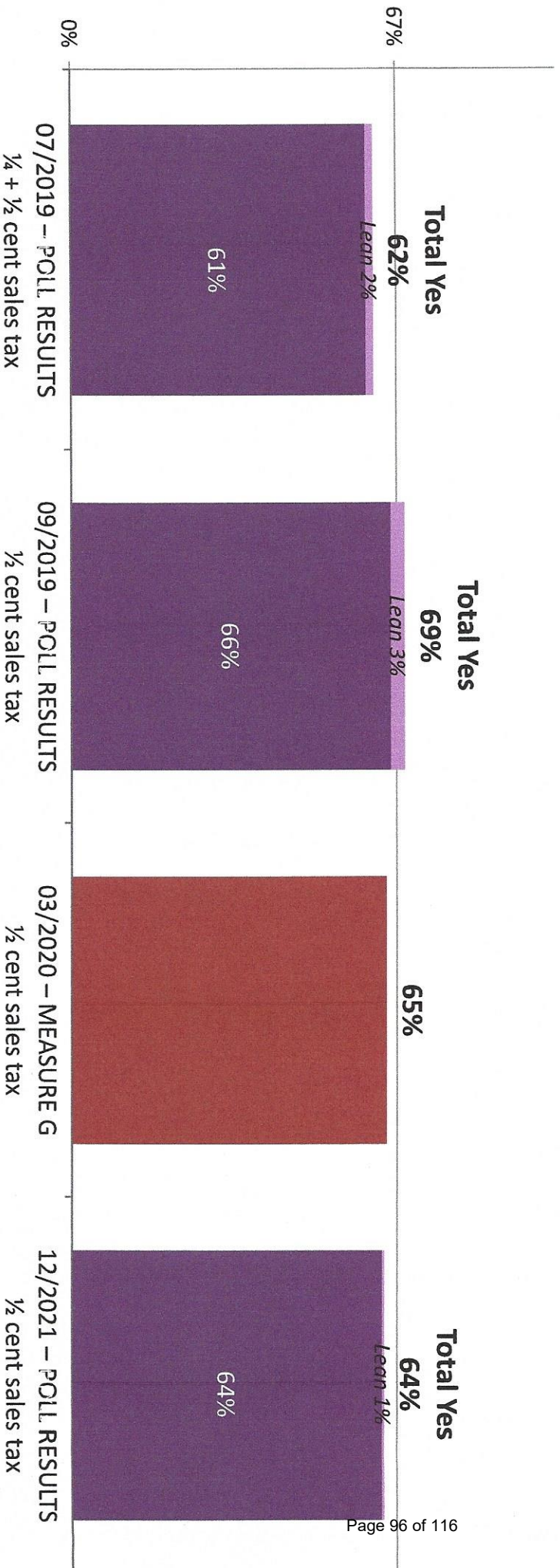


Q16. If the election were held today, would you vote yes to approve or no to reject this measure?

# Special Sales Tax Historical Context

Support for a sales tax measure for fire prevention and protection has historically hovered right around the 67% threshold.

- Measure Failed
- Poll Results

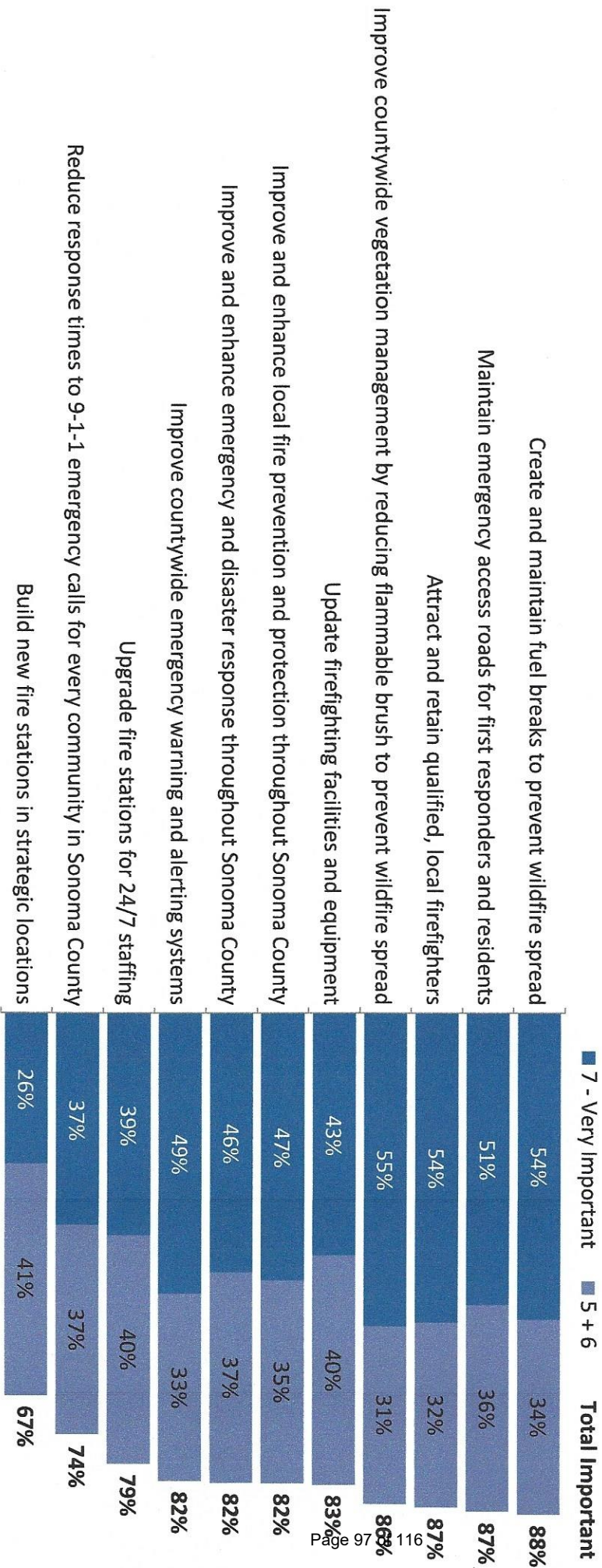


66.7% - threshold for special sales tax to pass



# Potential Measure Components

*Potential projects tested are important to at least two-thirds of voters with voters prioritizing creating and maintaining fuel breaks, maintaining emergency access roads, attracting and retaining firefighters, and improving vegetation management.*



Q25-35. I'm going to read you a list of components that could be included in the proposed measure. On a scale from one to seven, where one is not at all important and seven is extremely important, please tell me how important each of the following components are to you. 21-8297 Sonoma County Sales Tax Measure | 15

# Additional Information



*Information related to attracting and retaining firefighters, the need for proactive protection, vegetation management, accountability provisions, and updating equipment are compelling reasons to support a measure.*

■ 7 - Very Convincing ■ 5 + 6 Total Convincing

Many of the firefighters in Sonoma County are volunteers and in recent years volunteer numbers have been declining. This measure will provide the resources needed to attract and retain full-time employed firefighters to provide consistent and quicker response to all emergencies.

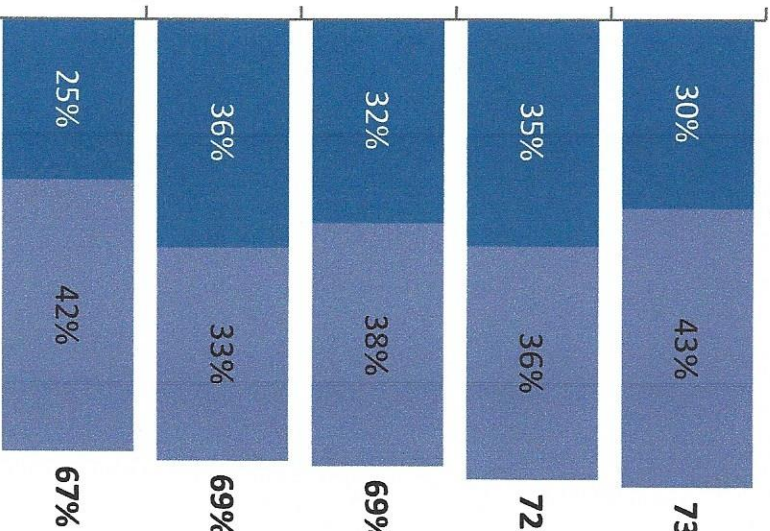
With longer, hotter, and more volatile fire seasons, Sonoma County needs to be proactive in protecting our community from wildfires and helping save lives during fire-related emergencies. This problem isn't going away, and we must find a way to minimize the potential for fires and the impact they have.

This measure will fund crucial prevention efforts like healthy forest vegetation management that will create resilient landscapes making our community safer and reducing the likelihood of future wildfires. Reducing hazardous vegetation and maintaining fuel breaks is critical to reduce the risk of wildfires in our community and to help prevent wildfires from spreading into our residential and commercial areas.

All money raised by this measure will be spent here in Sonoma County to provide fire protection and emergency response services. Strict financial accountability provisions, including citizen's oversight and independent audits, will ensure money is spent properly, and that none is taken by the state or county or used for any other purpose.

Sonoma County's fire engines, fire stations, and other equipment are becoming outdated and at risk of breaking down. This measure would replace outdated firefighting engines and other emergency equipment, as well as update fire stations to allow for 24/7 staffing, resulting in faster response times and quicker handling of rescue situations.

Q36-43. Next, I'd like to read you statements from people who support the proposed measure. After you hear each statement, please tell me how convincing it is as a reason to vote for the measure.



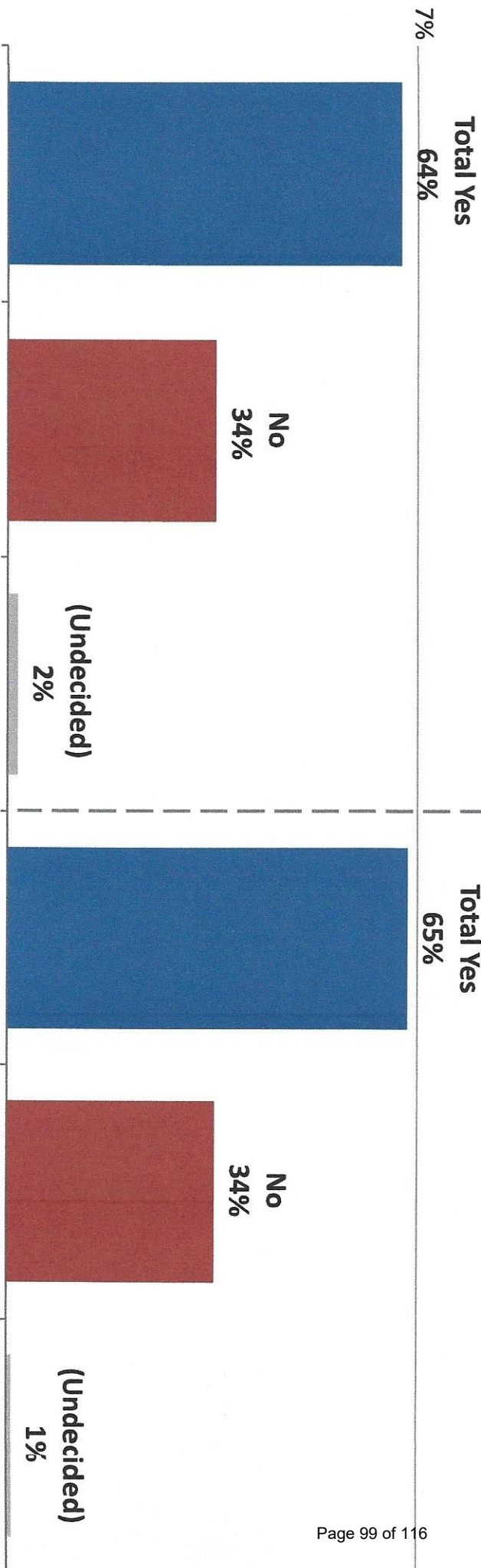
# Support After Additional Information



Support holds steady after respondents learn more.

## Initial Vote

## After Additional Information



Q44. Given what you've heard, would you vote yes to approve or no to reject a measure that reads:

# Opposition Messages



*Potential opposition messages are compelling to many—particularly that this measure is permanent with no end date.*

■ 7 - Very Convincing ■ 5 + 6 Total Convincing

Most tax measures have an expiration date, but this measure is permanent with no end date. That means we'll continue to be taxed with no end in sight.



A sales tax is regressive and hurts those who can least afford it, including low-income families, seniors living on fixed-incomes, and those who have lost everything in the pandemic.



Now is not the time for this major tax increase. Taxes in Sonoma County are already too high and we're already paying extra taxes for fire and emergency service. The County just needs to manage its money better and control overinflated pension costs.



The local utility company is the true problem and they're already increasing rates to address fire issues. They should be the ones paying for wildfire prevention, not us.



We shouldn't have to pay more taxes just because some people aren't maintaining their own property. They should be forced to get their properties under control, and we shouldn't have to pay for it.

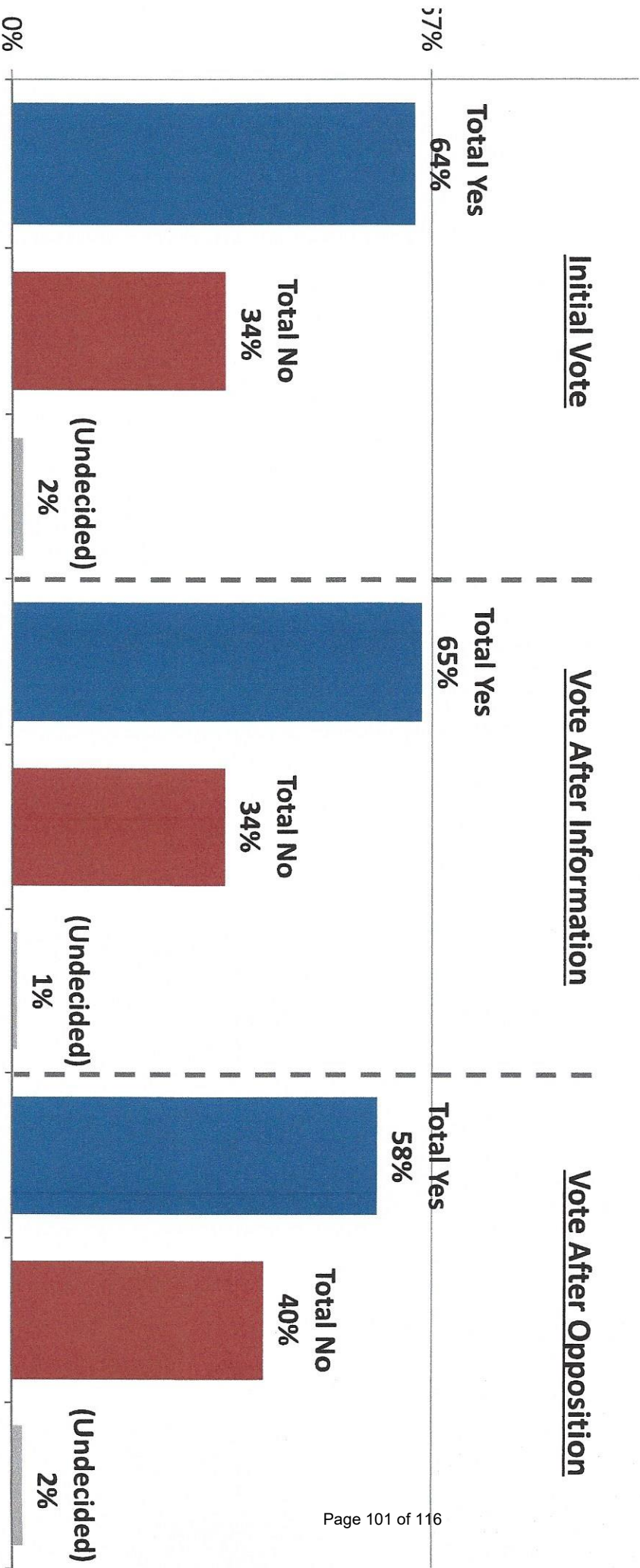


Q45-49. Next I'd like to read you statements from people who oppose the proposed measure. After you hear each statement, please tell me how convincing it is as a reason to vote against the measure.

# Vote Progression



*Opposition messaging is impactful and affects support.*



Q50. Now, given everything you've heard, would you vote yes to approve or no to reject this measure?

# Support Progression by Electorate



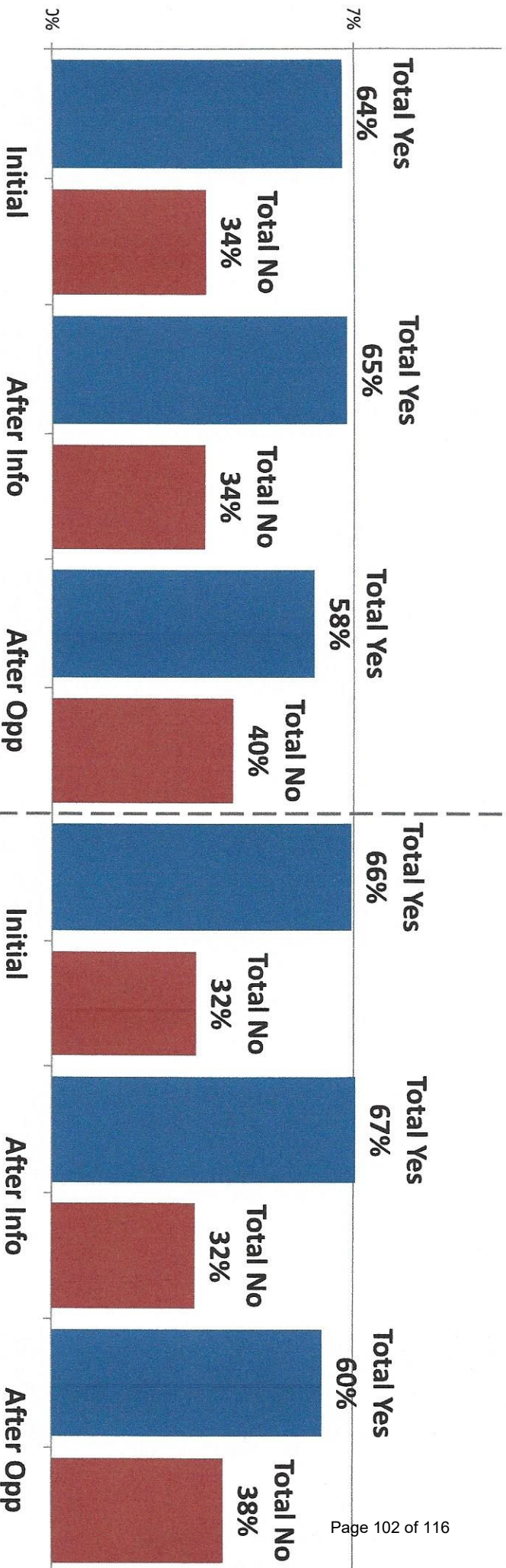
Statistically there is no difference in support levels between the projected likely November and likely June electorate models.

## Likely November 2022 Voters

(n=500)

## Likely June 2022 Voters

(n=386)



Note: margin of error for the above data ranges from  $\pm 4.4$  to  $\pm 5.0$  percentage points.

# Focus Group Findings



## Quantitative survey results support focus group discussion findings:

- ▶ Nearly all participants were aware of and using warning and alert systems and applications.
- ▶ Vegetation management was universally recognized as important. Participants expressed a desire for their communities to be proactive about fire prevention, not just reactive.
- ▶ While there was an awareness of wildfires as a threat, participants were less aware of the needs of local firefighters and fire departments.
- ▶ There was real hesitation around new taxes. Participants were feeling fatigued by recent tax measures and averse to tax increases.
- ▶ Participants noticed the 'until ended by voters' clause and expressed concern about an evergreen tax.

*"To me, [vegetation management] feels like the most proactive way to try to get our arms around this."*

*"Yeah. I feel Nixle has definitely improved this past year. I think that they're more proactive for one and then, they give good updates as well."*

*"I agreed with every single word except for the word tax."*

*"I just don't like a continuation forever and ever unless voted with another special measure that has to be done. If it's every five years and it comes up, that's a better way to keep track of it."*

# Conclusions

- ▶ While voters continue to find fire protection and prevention in Sonoma County important and general voter sentiment holds relatively constant, support for a sales tax measure continues to fall just below the two-thirds threshold.
- ▶ The sales tax to fund fire protection may be feasible in the right environment, however, it would require a strong privately funded communication effort to solidify and maintain support.
- ▶ These data do not demonstrate statistically significant differences in support between the projected June and November electorate models—the broader environment should be considered in timing decisions.
- ▶ The survey data, along with the qualitative focus group findings, point to considering a sunset provision.



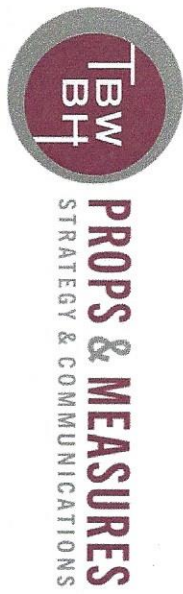
# Recommendations

1. Add a sunset to the measure and make minor tweaks to the ballot question
2. Comprehensive outreach plan to get key stakeholders on the same page
  1. Business Groups
  2. Environmental Groups
  3. Labor Groups
  4. Elected Officials and City Managers
3. Informational messaging to community through direct mail and digital advertising
4. Privately funded robust campaign



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# FINANCIALS

**Cazadero Community Services District**  
**Bills Presented for Payment**  
**January 12 through February 8, 2022**

Date	Num	Name	Amount
<b>Jan 12 - Feb 8, 22</b>			
01/16/2022	EFT	Comcast	-192.20
01/16/2022	EFT	Recology Sonoma Marin	-46.95
01/28/2022	EFT	Comcast	-167.25
01/31/2022	EFT	P. G. & E.	-351.04
01/31/2022	EFT	P. G. & E.	-118.40
02/07/2022	EFT	P. G. & E.	-405.23
02/08/2022	9987	Bank of America Business ...	-3,769.89
02/08/2022	9988	Cazadero Supply	-46.63
02/08/2022	9989	Cazadero Water Company	-557.38
02/08/2022	9990	Complete Welders Supply	-79.18
02/08/2022	9991	Maureen Berry	-10,165.67
02/08/2022	9992	Sherry Kulczewski	-135.31
02/08/2022	9993	Signarama	-63.91
02/01/2022	9994	Caplan, Nancy K.	-415.58
02/01/2022	9995	Dewart, Alan	-461.75
02/01/2022	9996	Endsley, Stephanie R	-576.26
02/01/2022	9997	Krausmann, Steven M	-606.80
02/01/2022	9998	Kulczewski, Sharon	-1,405.76
02/01/2022	9999	Schanz, Eric E.	-461.75
02/01/2022	10000	Shane, Stephen	-432.21
<b>Jan 12 - Feb 8, 22</b>			<b>-20,459.15</b>

# **CORRESPONDENCE**

Laura Labanieh &lt;laura@caltrust.org&gt;

1/24/2022 2:39 PM

# CalTRUST 2021 Annual Report & Coffee with CalTRUST Webinar

To Steve Krausmann &lt;cazaderocsd@comcast.net&gt;

[View this email in your browser](#)



CalTRUST Shareholders, Participants, and Friends,

First and foremost, to our Shareholders, thank you for putting your trust in CalTRUST and letting us be of service to you. As a public agency - a joint powers authority - we are committed to providing premier investment solutions to you, California public agencies. While the three pillars of our investment priorities are safety, liquidity, and yield; service is the pillar of our operations.

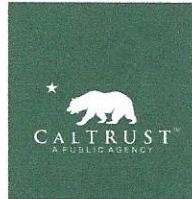
As CalTRUST has continued to grow and gain traction as your premier local government investment pool, it has also become increasingly clear how our governance and service needs have evolved. To ensure we are best meeting these needs, CalTRUST added two additional full-time staff members in 2021. Todd Winslow joined our team as our Outreach & Relationship Manager and Nicole Zajic as our Executive & Shareholder Services Assistant. With extensive backgrounds in California local government, they have both hit the ground running to help us best serve you. In addition to the staff, you are also served by our dedicated Board of Trustees including:

- **John Colville**, Treasurer, City of Sacramento, *CalTRUST President*
- **Mary Zeeb**, Treasurer/Tax Collector, Monterey County, *CalTRUST Treasurer*
- **Don Kent**, Asst CEO/County Finance Officer, Riverside County, *CalTRUST Secretary*
- **Chuck Lomeli**, Treasurer/Tax Collector/Clerk, Solano County
- **Brian Mayhew**, Chief Financial Officer, Bay Area Toll Authority
- **Dan McAllister**, Treasurer/Tax Collector, San Diego County
- **Bobbie Ormonde**, Deputy General Mgr –Finance & Administration, Westlands Water District

New this year, we've put together a brief Annual Report, shown below, to provide a snapshot of the service we have provided over the previous year. As the world continues to throw challenges at public agencies in managing the ongoing pandemic, we strive to support your agencies and ease your

asset management through our streamlined solution. Also below, you will find an invitation to join us for our next Coffee with CalTRUST webinar for an overview of the JPA and a discussion of our investment strategy in the current market environment. Thank you for letting CalTRUST, and me personally, be of service to your agencies.

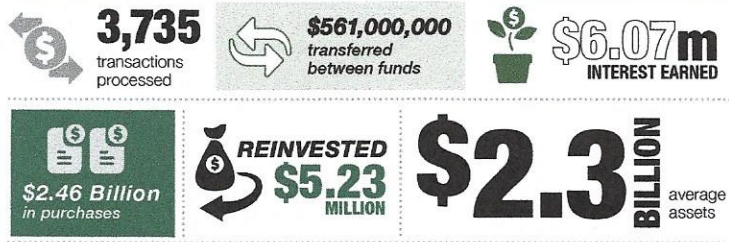
Laura Labanieh  
Chief Executive Officer  
CalTRUST



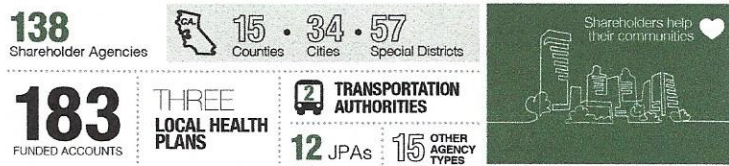
# 2021 Annual Report

INVESTMENT SOLUTIONS YOU CAN CalTRUST.

## assets



## shareholder statistics



## outreach



Interested in learning more about CalTRUST? Please join us for Coffee with CalTRUST on February 24th at 9am to learn about the CalTRUST features and funds including:

- CalTRUST 101 – Learn the history and the features of CalTRUST
- CalTRUST Fund Options and Current Positioning
- Mini Market Update by BlackRock

This webinar is a great opportunity for existing shareholders to invite their staff or elected officials to learn about CalTRUST as well as for those agencies that don't already participate with CalTRUST to learn about the funds and features that CalTRUST offers. In addition to speakers from CalTRUST staff and BlackRock, you will hear from your public agency peers on how and why they invest assets with CalTRUST.

All attendees will receive a \$10 Starbucks gift card to thank you for sharing part of your afternoon with us!

This session will be held in conjunction with the CSAC Finance Corporation and attendees can receive 1.0 continuing education hours for participating. As always, the webinar is offered at no-cost and is available to both existing Shareholders as well as any public agency who does not already invest with CalTRUST.

**Date:** February 24, 2022

**Time:** 9:00am - 10:00am

[REGISTER HERE!](#)

Thank you to BlackRock for providing CalTRUST investment management services and education programs!

# BLACKROCK®

## CalTRUST Staff Contact Information

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**Nicole Zajic**

*Executive & Shareholder Services Assistant*

[nicole@caltrust.org](mailto:nicole@caltrust.org)

(916) 745-6703

As a reminder - for the most expedient processing, please have your auditors send audit confirmations to [admin@caltrust.org](mailto:admin@caltrust.org).

CalTRUST is proud to be endorsed by the California Special Districts Association, the CSAC Finance Corporation, and the League of California Cities.



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**Our mailing address is:**

CalTRUST, PO Box 2709, Granite Bay, CA 95746

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California Special Districts Association <neilm@csda.net>

1/27/2022 3:00 PM

## Register Now to Complete Special District Leadership Academy

To cazaderocsd@comcast.net



### Special District Leadership Academy

**April 3-6 San Diego**

-or-

**September 18-21 Napa**

Register now for CSDA's groundbreaking core governance training for district board members:  
The Special District Leadership Academy (SDLA) Conference

**Register Today!**

*\*Save \$\$*

*San Diego Early Bird Pricing is in effect until Thursday, March 3, 2022*

*Napa Early Bird Pricing is in effect until Friday, August 19, 2022*

For first time attendees, the SDLA Conference covers all four modules of the Academy in just two and half days:

- Governance Foundations
- Setting Direction/Community Leadership
- Board's Role in Human Resources
- Board's Role in Finance and Fiscal Accountability

SDLA provides the knowledge base to perform essential governance responsibilities. Board governance, legal, human resources, and finance experts will share important skills and information you can take home and implement in your district right away!

**Choose One of Two Locations!**



**Embassy Suites San Diego Bay  
601 Pacific Highway  
San Diego, CA 92101**

Room reservations are available at the CSDA rate of \$181 plus tax, single or double occupancy.

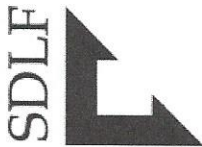
The room reservation cut off is March 3, 2022; however, space is limited and may sell out before this date. The link to reserve rooms will be emailed out upon registration.



**Embassy Suites Napa Valley  
1075 California Boulevard  
Napa, CA 94559-1061**

Room reservations are available at the rate of \$189 plus tax, single or double occupancy.

The room reservation cut-off is August 29, 2022; however, space is limited and may sell out before this date. The link to reserve rooms will be emailed out upon registration.



**Need help paying for this conference?**

Special District Leadership Foundation has scholarships available regardless of annual budget and for Members or Non-Members. The Dr. James Kohlen Scholarship is available to directors and trustees and the Education Allowance Fund is available to special district staff, to cover registration fees for this conference and other CSDA workshops and conferences. [Apply today!](#)

---

**Can't attend in person?  
Attend the Academy VIRTUALLY!**

SDLA Module 1 - Governance Foundations

- February 16 and 17, 2022 9:00 a.m. – 3:30 p.m. each day

SDLA Module 2 - Setting Direction / Community Outreach

- March 9 and 10, 2022 9:00 a.m. – 12:00 p.m. each day

SDLA Module 3 - Board's Role in Finance and Fiscal Accountability

- April 18 and 19, 2022 9:00 a.m. – 12:00 p.m. each day

SDLA Module 4 - Board's Role in Human Resources

- May 4 and 5, 2022 9:00 a.m. – 12:00 p.m. each day

[Register For Virtual Modules Here](#)

**Unable to Attend Special District Leadership Academy This Year?**  
[Opt Out of 2022 SDLA Messages](#)



California Special Districts Association  
1112 I Street, Suite 200, Sacramento CA, 95814  
877.924.2732 | [www.csda.net](http://www.csda.net)

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