

**Procedural Guide  
for the  
URBAN CREEKS GRANT PROGRAM  
Round #1**

Under the  
East Bay Regional Park District Park  
Measure WW Park Bond Extension

**MEASURE  
WW**

**April 2017**

**East Bay**   
Regional Park District

**A technical assistance workshop to assist applicants with their project applications is scheduled for:**

2:00 to 4:00  
May 18, 2017  
Trudeau Training Center  
11500 Skyline Blvd, Oakland, CA 94619

Please continue to check our website for updates and all the forms at:  
<http://www.ebparks.org/about/planning/ww>

**Submit all grant applications, payment requests, back up documentation and project completion packages to:**

Tiffany Margulici, Grants Manager  
East Bay Regional Park District  
P.O. Box 5381  
Oakland, CA 94605  
(510) 544-2204 Telephone  
(510) 569-1417 FAX  
[tmargulici@ebparks.org](mailto:tmargulici@ebparks.org)

**Applications are due: February 28, 2018.**

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## I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These are defined in the Definition Section below.

Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

**Acquisition:** means to obtain fee title or other permanent rights in real property.

**Applicant:** means an agency or organization requesting funding from the program.

**Application:** means the individual Project Application and its required attachments for grants, pursuant to the enabling legislation and/or procedural guidelines.

**Authorized Representative** – the Applicant/Grantee’s designated position authorized in the Resolution to sign all required grant documents. The Authorized Representative may designate an alternate by informing the District in writing.

**Board:** means the East Bay Regional Park District Board of Directors

**Bond Measure:** means Measure WW, the Extension of the East Bay Regional Park District Park Bond.

**Capital Project:** means the acquisition of land or development activities that are fixed to the site and expected to be long lasting.

**CEQA:** means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; Title 14, California Code of Regulations Section 15000 et seq.

**Grant Contract:** means an agreement between the District and Grantee specifying the payment of funds by the District for the performance of the Project Scope within the Project Performance Period by the Grantee.

**Contract Performance Period:** means the date the Grant Contract is fully executed through December 31, 2025, the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

**District:** means the East Bay Regional Park District.

**Development:** means improvements to real property for parks and recreation purposes, including but not limited to habitat restoration, erosion repair or construction for recreation, preservation and protection.

**General Manager:** means the General Manager of the East Bay Regional Park District.

**Force Account:** means Project work performed by a Grantee’s own work force.

**Grantee:** means an Applicant who has an approved Contract for grant funds.

**Grants Manager:** means an employee of the District, who acts as a liaison with Grantees and administers Bond Measure grants.

**Project:** means the Acquisition, Development, enhancement, restoration or other activity to be accomplished with grant funds.

**Project Grant Amount:** means the amount of grant funds assigned to a specific Project.

**Project Scope:** means the description of the work or activity to be accomplished listed in the Scope of Work section of the application form.

**Tenure:** means the Applicant owns the land or has another long-term agreement with the landowner.

## II. WW URBAN CREEKS GRANT PROGRAM DESCRIPTION

### **Amount of Funds Available**

- \$1.6 million
- Matching Requirement: 50%
- \$50,000 minimum, \$800,000 maximum grant amount

### **Eligible Applicants**

- Federal, State and Local government agencies. (Non-profits and community groups are encouraged to partner with eligible government agencies.)
- The District will provide technical workshops and extended time for application submission to assist applicants in developing good partnerships.

### **Eligible Projects**

Capital Projects that will provide lands and projects that benefit urban streams within the East Bay Regional Park District jurisdiction (Alameda and Contra Costa counties). The following types of Capital Projects are eligible for grant funding:

- Acquisition (fee title or permanent easements)
  - For land acquisition projects applicants must submit a copy of the land agreement and appraisal if applicable for District approval prior to acquisition.
- Development (including habitat restoration, erosion repair and public access).

The following types of projects are ineligible for grant funding:

- Plans and Study Only
- Maintenance Equipment Purchase (trucks, mowers, tractors, etc.)
- Non-fixed equipment (testing equipment, GPS, etc.)
- Educational programming and staffing
- Vegetation removal without restoration

## III. IMPORTANT POINTS

- Match eligible starting **January 1, 2015**.
- Project applications are due **February 28, 2018**.
- The Grantee may spend up to 20% of the Grant amount for pre-construction costs, including grants administration, survey, plans, permits, specifications, compliance and/or Acquisition documents.
- Grantee should follow their accounting and procurement policies and procedures.
- Grant award announcements by **August 2018**.
- Grant contracts executed by **December 31, 2018**.
- The Project must be fully completed (including processing final payment) by **December 31, 2025**.

## IV. HOW TO APPLY FOR WW URBAN CREEKS GRANT FUNDS

- I. The Applicant submits grant application.

2. The District Board of Director's awards a grant.
2. The District sends a Grant Contract to the Applicant for signature.
3. The Applicant returns the signed Grant Contract to the District.
4. The District returns a fully executed Grant Contract to the Applicant (now Grantee).

**Grant Program Goals** The program seeks to fund projects that provide multiple benefits including improving environmental quality, addressing climate change through a reduction of greenhouse gas emissions and adaptation, conserving natural resources, and improving public health and public access. Project should address the current hydrologic conditions and factors affecting stream function such as watershed development, land use changes, dams or other artificial constrictions and should improve the project site conditions in the context of the stream reach, including environmental concerns about vegetation (e.g., natives, exotics), wildlife and aquatic species habitat, water quality and other issues.

**Project Selection Criteria** (10-page maximum, single spaced. For acquisition projects, answer questions based on the potential benefits of the project.) (269 points maximum.)

1. Population within ½ mile of project site. Provide printout from **LWCF Service Area Calculator** website: <http://www.mapsportal.org/lwcf/lwcf.html> (5 points per 1,000.)
2. Project connects with East Bay Regional Park District property, see EBRPD Master Plan Map at: [http://www.ebparks.org/Assets/\\_Nav\\_Categories/Park\\_Planning/Master+Plan/Maps/Master+Plan+Map+-+August+2013.pdf](http://www.ebparks.org/Assets/_Nav_Categories/Park_Planning/Master+Plan/Maps/Master+Plan+Map+-+August+2013.pdf) (10 points maximum)
  - a. Adjacent to EBRPD property or completes an EBRPD Master Plan project (10 points)
  - b. Connects to same watershed as EBRPD property (5 points)
3. Project is identified and/or consistent with other plans (5 points per plan, 25 points maximum.)
4. Percent match (1 point per percent over required 50%)
5. Number of permits from list below in hand or satisfied (5 points per signed permit or release.)
  1. US Army Corps of Engineers 404
  2. Historical Clearance, Section 106
  3. Endangered Species Act, Section 7 or Section 10
  4. California Department of Fish and Wildlife Stream Alteration, Section 1602
  5. State Water Resource Control Board, Section 401
  6. Local Grading Permit
  7. Storm Water Pollution Prevention Plan
6. Removes barriers to fish passage (25 points maximum)
  - a. Fish present and removes barrier at all flows (25 points)
  - b. Fish present and removes barrier at high flows (15 points)
  - c. Fish not present, but removes barrier (5 points)
7. Improves habitat for state/federal threatened and endangered species (25 points maximum)



- a. 5 points per species (Describe potential benefits to threatened or endangered species.)
8. Improves water quality (25 points maximum)
  - a. Fully restores a section of degraded or restricted creek (25 points)
  - b. Repairs erosion or removes contaminants (15 points)
  - c. Improves riparian vegetation (5 points)
9. Improves resiliency to climate change (10 points maximum)
  - a. Improves flood protection and protects or improves habitat (10 points)
  - b. Improves flood protection with limited habitat improvement (5 points)
10. Provides public access (15 points maximum)
  - a. Provides trail access to transit center (15 points)
  - b. Provides trail access with interpretive elements (10 points)
  - c. Provides overlooks or limited access (5 points)

### **Progress Payments**

1. After the Grant Contract is executed, the Grantee may request reimbursement up to 80% of the Grant amount for expenses incurred after **execution of a Grant Contract**.

### **Project Completion**

1. The Grantee completes the Project and submits the Project Completion Package to the Grants Manager (see APPENDIX J – Project Completion Package).
2. The Grantee installs **Measure WW sign** at the project site (see APPENDIX K – Program Sign Requirements) for sign requirements.
3. The District performs an audit of submitted documentation for the completed Project.
4. The District conducts the final on-site Project inspection.
5. The District processes the final payment.
6. The Project must be fully completed (including processing final payment) by **December 31, 2025**.

## V. ADMINISTRATIVE PROVISIONS

### **Land Tenure Requirements**

For Development Projects, Applicants must provide evidence to the District that they have adequate tenure and site control of properties to be improved.

Tenure includes, but is not limited to:

- Ownership
- Lease
- Easement
- Joint powers or similar agreement

Adequate site control is considered the power or authority to manage, direct, superintend, restrict, regulate, govern, administer, oversee a plot of ground suitable or set apart for some specific habitat or recreational use.

The District requires that the Grantee have authority to use the property for restoration for **at least 25 years** of land tenure from the date of Application.

### **CEQA Compliance**

Compliance with CEQA is required for all projects. To document compliance for the purposes of the grant application, the applicant must submit the documents noted below.

- Provide the CEQA Compliance Certification Form (Appendix F)
- Provide a copy of the Notice of Exemption or the Notice of Determination stamped by the County Clerk.

### **Progress Status Reports**

The Grantee shall submit written Project Status Report Form to the District every six months (see APPENDIX I – Project Status Report Form). Project Status Reports are due within 30-days following June 30th and December 31st each year. The District shall withhold all payments and approvals until all Project Status Reports are properly submitted.

### **Changes to Project Scope**

A Grantee wishing to change the Project Scope of an approved Project shall submit any changes to the original Project Scope in writing to the District for prior approval. The Grantee must request a change in Project Scope if the actual work or activity to be accomplished is different than that listed in the Scope of Work section of the application form. To request a change in Project Scope the Grantee shall provide the following:

- Cover Letter
- Revised Application Form
- Revised Budget
- Revised Site Plan

A change in Project Scope is not needed for line item budget changes or project completion below requested amount.

## **Project Withdrawals**

The Grantee may unilaterally rescind a Project at any time prior to any payment being made by the District for the Project. After Project commencement, the Project may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the District. The Grantee shall return all payments on the withdrawn Project that were made by the District.

## VI. PAYMENT PROCESS

### **Grant Fund Availability**

Grant funds are available for eligible expenditures incurred after **execution of a Grant Contract**. The Grantee must have a fully executed Grant Contract prior to receiving reimbursement for eligible expenditures. The Grantee must complete the Project and have final payment processed by **December 31, 2025**.

### **Progress Payments**

The Grantee may request reimbursement for eligible expenses incurred after **execution of a Grant Contract**.

### **Payment Request Process**

<b>Payment Type</b>	<b>Documentation</b>
Progress Payment Reimbursement up to 80%	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Project Cost Summary Forms</li><li>• <b><u>Backup documentation (including contract documentation if applicable), see page 9</u></b></li></ul>
Final	<ul style="list-style-type: none"><li>• Payment Request Form</li><li>• Project Cost Summary Forms</li><li>• Project Certification Form</li><li>• <b><u>Backup documentation (including final contract and acquisition documentation if applicable), see page 9</u></b></li></ul>

### **Eligible Costs**

- Only costs incurred during the Contract Performance Period are eligible.
- The Grantee may spend up to 20% of the Project Grant amount for pre-construction costs, including but not limited to grants administration, survey, plans, permits, specifications, acquisition documents, etc..
- The Grantee may claim only those costs directly related to the Project. **Indirect cost rates are not eligible.**
- Other ineligible costs include: interest, food and bonuses of any kind.
- Grantee should follow their accounting and procurement policies and procedures. However, all construction contracts must include **prevailing wage** provisions as provided for in California Labor Code section 1770 et. seq.

### **Eligible Sources of Match**

- Expenditures or work performed on the project starting January 1, 2015.
- Federal, State, local, private, mitigation and in-kind or volunteer sources are eligible for match.
- Match is subject to the same backup documentation and eligible cost requirements as the grant.

<b>ELIGIBLE COSTS CHART</b>		
<b>COSTS</b>	<b>EXPLANATION</b>	<b>EXAMPLES</b>
<b>Pre-Construction Costs</b> <b>(the grant will not fund more than 20% of the Grant Amount)</b>		
Pre-Construction Costs	<ul style="list-style-type: none"> <li>• Project planning, appraisals, and negotiations</li> </ul>	<ul style="list-style-type: none"> <li>• Survey</li> <li>• Plans and Specifications</li> <li>• Legal Fees &amp; Permits</li> <li>• Appraisal/Title/Escrow Fees</li> <li>• Construction Insurance</li> </ul>
<b>Construction Costs</b>		
Personnel or Employee Services	<ul style="list-style-type: none"> <li>• Must be computed according to the Grantee's normal wage or salary scales, and on the actual time spent on Project. Indirect rates are not eligible.</li> <li>• Must not exceed Grantee's established rates for similar positions.</li> </ul>	<ul style="list-style-type: none"> <li>• Wages and benefits</li> <li>• Front line supervision of employees</li> <li>• Work performed by another agency</li> </ul>
Construction and Construction Management	<ul style="list-style-type: none"> <li>• All necessary construction activities</li> <li>• Construction support</li> </ul>	<ul style="list-style-type: none"> <li>• Construction contract</li> <li>• Consultants</li> <li>• Inspection &amp; construction management</li> <li>• Submittal review and resident engineering</li> </ul>
Construction Equipment	<ul style="list-style-type: none"> <li>• The Grantee may only charge the actual cost of the use of the equipment during the time it is being used for Project purposes.</li> <li>• For force account equipment, the Grantee must list Caltrans equipment codes and use Caltrans' equipment rental rates. Rates in excess of these rates are not eligible.</li> <li>• The purchase of equipment is <u>not</u> eligible.</li> </ul>	<ul style="list-style-type: none"> <li>• Rental equipment</li> <li>• Equipment leased for project</li> <li>• In-house equipment</li> </ul>
Fixed Equipment	<ul style="list-style-type: none"> <li>• Equipment permanently fixed to the Project site.</li> </ul>	<ul style="list-style-type: none"> <li>• Play equipment</li> <li>• Fixed benches</li> <li>• Signs/interpretive aids</li> </ul>
Construction Supplies/Materials	<ul style="list-style-type: none"> <li>• May be purchased for specific Project, or may be drawn from stock if claimed costs are no higher than those the Grantee would pay.</li> </ul>	Materials and Supplies: <ul style="list-style-type: none"> <li>• Concrete</li> <li>• Lumber</li> <li>• Steel</li> </ul>
Relocation Costs	<ul style="list-style-type: none"> <li>• Costs resulting in displacement of a person/business</li> <li>• The Grantee shall comply with State Relocation Act</li> </ul>	<ul style="list-style-type: none"> <li>• Relocation Costs</li> </ul>
Acquisition Costs	<ul style="list-style-type: none"> <li>• Costs of acquiring real property</li> </ul>	<ul style="list-style-type: none"> <li>• Purchase price</li> </ul>

## BACK UP DOCUMENTATION

The grantee must submit the following documents if applicable with payment requests. Items in **BOLD** may be provided with Completion Package. In addition, an audit of the project may be performed. The grantee must retain and make available all project related records for a minimum of three years following project termination or final payment of grant funds. 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.

### CONSTRUCTION CONTRACTS

- \_\_\_\_\_ Summary list of bidders (including bid advertisement date and winning bid package)
- \_\_\_\_\_ Awarding by governing body (minutes of the meeting/resolution)
- \_\_\_\_\_ Contract agreement
- \_\_\_\_\_ Contract bonds (bid, performance, payment)
- \_\_\_\_\_ Contract change orders
- \_\_\_\_\_ Contractor's invoices
- \_\_\_\_\_ Payments to contractor (cancelled checks\*\*)
- \_\_\_\_\_ Proof of electronic funds transfer
- \_\_\_\_\_ **Final Payment to contractor** (even if paid using other funding sources)
- \_\_\_\_\_ **Stop Notices** (filed by sub-contractors and release if applicable)
- \_\_\_\_\_ **Liquidated damages** (claimed against the contractor)
- \_\_\_\_\_ **Notice of Completion or Final Acceptance**

### IN-HOUSE LABOR\*

- \_\_\_\_\_ Payroll records from finance system

### IN-HOUSE EQUIPMENT\*

- \_\_\_\_\_ Daily time records identifying the project site
- \_\_\_\_\_ Caltrans Equipment Code

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

- \_\_\_\_\_ Purchase orders/Contracts/Service Agreements
- \_\_\_\_\_ Invoices
- \_\_\_\_\_ Payments (cancelled checks\*\*)
- \_\_\_\_\_ The purchase of art may require an art appraisal

### ACQUISITION

- \_\_\_\_\_ Appraisal Report
- \_\_\_\_\_ **Final Escrow Closing Statement**
- \_\_\_\_\_ **Cancelled checks\*\* (payment(s) to seller(s))**
- \_\_\_\_\_ **Grant deed (vested to the participant) or final order of condemnation**
- \_\_\_\_\_ **Title insurance policy (issued to participant)**

### IN-KIND MATCH\*

- \_\_\_\_\_ Daily time records identifying the project site.

\* 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.

**APPENDIX A – Sample Grant Contract**

**EAST BAY REGIONAL PARK DISTRICT  
MEASURE WW PARK BOND EXTENSION  
GRANT CONTRACT - WW URBAN CREEKS GRANT PROGRAM**

**GRANT CONTRACT No.:** \_\_\_\_\_

GRANTEE \_\_\_\_\_

THE PROJECT PERFORMANCE PERIOD is from the date this agreement is signed below by the District through December 31, 2025

The Grantee agrees to the terms and conditions of this Contract, and the East Bay Regional Park District, acting through its Board of Directors pursuant to the Measure WW Park Bond Extension, agrees to fund the total Project Grant Amount indicated.

**THESE FUNDS ARE FOR THE ACQUISITION AND RESTORATION OF URBAN CREEKS.**

***The General Provisions, WW Urban Creeks Grant Procedural Guide and Forms are attached hereto and made a part of and incorporated into the Contract.***

The District anticipates that WW Parks Bonds in the amount of \$ \_\_\_\_\_ will be issued for project.

\_\_\_\_\_  
Grantee

EAST BAY REGIONAL PARK DISTRICT

By \_\_\_\_\_  
(Signature of Authorized Representative)

By \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EAST BAY REGIONAL PARK DISTRICT  
MEASURE WW PARK BOND EXTENSION  
GRANT CONTRACT - WW URBAN CREEKS GRANT PROGRAM**

**GRANT CONTRACT No.:** \_\_\_\_\_

GRANTEE \_\_\_\_\_

**Authorized Representative** – the Applicant/Grantee’s designated position authorized in the Resolution to sign all required grant documents. The Authorized Representative may designate an alternate by informing the District in writing.

The Authorized Representative (Print Name & Title) \_\_\_\_\_ hereby designates the following alternates:

_____	_____	_____
Name / Title	E-mail Address	Phone
_____	_____	_____
Name / Title	E-mail Address	Phone
_____	_____	_____
Name / Title	E-mail Address	Phone
_____	_____	_____
Name / Title	E-mail Address	Phone



## General Provisions

### A. Definitions

1. The term "Acquisition" as used herein means to obtain fee title or other permanent rights in real property.
2. The term "Application" as used herein refers to the individual Project Application(s) and its required attachments for grants, pursuant to the enabling legislation and/or procedural guidelines.
3. The term "Capital Project" as used herein means the acquisition of land or development activities that are fixed to the site and expected to be long lasting. WW Urban Creeks Grant Program funds may only be used for Capital Projects.
4. The term "Development" as used herein means improvements to real property for parks and recreation purposes, including but not limited to the renovation or additions to existing sites for preservation and protection.
5. The term "District" as used herein means the East Bay Regional Park District.
6. The term "Grantee" as used herein means the party described as the Grantee on page I of this Contract.
7. The term "Measure" as used herein refers to the revenue generated from the sale of bonds for the Program.
8. The term "Project" as used herein means the project described in the Brief Description of Project on the Project Application form.

### B. Project Execution

1. Subject to the availability of grant monies in the Measure, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page I, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Measure WW Urban Creeks Grant Procedural Guide, 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 Project. Any modification or alteration in the Project as set forth in the Application on file with the District must be submitted to the District for approval.

2. The Grantee shall complete the Project in accordance within the time of Project Performance set forth on page I, and under the terms and conditions of this Contract.
3. The Grantee shall certify its compliance as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts including compliance with prevailing wage provisions as provided for in California Labor Code section 1770 et. seq, compliance with building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the District, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original scope of work in writing to the District.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition.
8. The Grantee shall provide public access to Project sites commensurate with the intent of the Project.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the District that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land that is held by the Grantee, as determined by the District.
10. The Grantee shall maintain and operate the property for a period that is commensurate with the type of Project and the proportion of District funds allocated to the capital costs of the Project. With the approval of the District, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use, sale or other disposition of the property, except as authorized by specific action of the District Board of Directors. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements.

For Acquisition Projects, if the use of the property or portion of the property is changed to a use that is not for parks and recreation, or if the property is sold or otherwise disposed of, the Grantee shall either reimburse to the District, or apply to parks and recreation capital purpose (pursuant to agreement with the District as specified in this section), an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater. If funds are reimbursed to the District, such reimbursement will be available for appropriation by the District Board of Directors only for an authorized purpose.

For Development Projects, if the use of the property or portion of the property is changed to a use that is not for parks and recreation, the Grantee shall reimburse to the District an amount

equal to (1) the amount of the grant, less (2) a credit based on straight depreciation for time, i.e. a percentage for each year of use. Such reimbursement to the District will be available for appropriation by the District Board of Directors only for an authorized purpose.

Notwithstanding the foregoing, the sale or transfer of the property to a non-governmental entity (which includes the United States government) must be for an amount not less than the fair market value of the property and, if required in order to preserve the tax exempt status of the District's bonds that were utilized to fund the grant, the amount reimbursed to the District shall be increased but in no event to an amount greater than the amount of the outstanding bonds of the District allocable to the grant.

In addition, notwithstanding the above, in the event of Extraordinary Circumstance, the Grantee shall be excused from performance hereunder during the time and to the extent that the public is prevented from using the property for community park and recreation purposes, including but not limited to, payment of the amount of the grant, fair market value of the real property, or proceeds from the sale or other disposition, whichever is greater. "Extraordinary Circumstance" is an occurrence that is beyond the control of the Grantee and could not have been avoided by exercising reasonable diligence, including without limitation, any act of God; nation emergency; riot; war; terrorism; governmental act or direction; change in Laws; earthquake; storm; hurricane; flood, fire, or other natural disaster; or school closure for any reason.

11. The Grantee shall post and maintain a funding acknowledgement sign at the Project site for three years following receipt of final payment for the project.

#### C. Project Costs

1. The District may disburse to the Grantee the grant monies as follows, but not to exceed in any event, the total Grant Amount set forth of page 1 of this Contract:
  - a. The Grantee may request progress payments up to a total of up to 80% of the approved Project Application amount for eligible expenditures made on the project.
  - b. The remaining grant funds shall be paid up to the amount of the Application or the actual Project cost, whichever is less, on completion of the Project and receipt of a Completion Package of Project costs from the Grantee.

#### D. Project Administration

1. The Grantee shall submit written Project Status Reports to the District every six months. The District shall withhold all payments until all Project Status Reports are properly submitted.
2. The Grantee shall make property and sites developed pursuant to this Contract available for inspection upon request by the District.

E. Project Termination

1. Any Grant funds that have not been expended by the Grantee prior to the end of the performance period set forth on page I of this Contract shall revert to the District and be available for Appropriation by the District Board of Directors for one or more other projects for parks and recreation purposes.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of a Project. After Project commencement, this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the District.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Measure may be cause for suspension of all obligations of the District hereunder. However, such failure shall not be cause for the suspension of all obligations of the District hereunder if in the judgment of the District such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the District 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 District, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the District, 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. This includes claims, demands or causes of action that arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the District, its officers, agents, or employees.
3. The Grantee agrees that in the event the District is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the District of such fact and shall represent the District in the legal action, unless the District undertakes to represent itself as codefendant in such legal action, in which event the District shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the District agree that in the event of judgment entered against the District and the Grantee because of the concurrent negligence of the District 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 District, 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.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and make them available to the District for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records until December 31, 2022.

The Grantee and the District agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the District accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Sites

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the District grant monies were requested and no other use of the area shall be permitted except by specific written approval by the District.
2. The Grantee shall maintain and operate the property developed for a minimum of 25-years after final payment of grant funds. The Grantee shall permit periodic inspection of the project by the District during this period and may be required to submit annual project status reports if requested by the District.

I. 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 site developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent those reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Procedural Guidelines and Application Incorporation

The Project Application, Procedural Guidelines and Forms and any subsequent change or addition approved by the District is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions 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.

**APPENDIX B – Application Checklist**

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>

**East Bay Regional Park District**  
**MEASURE WW URBAN CREEKS GRANT PROGRAM**

**APPLICATION CHECKLIST**

		<b>Project Name:</b>	
		<b>Applicant:</b>	
		<b>Project Amount:</b>	
#	✓	<u>Item</u>	<u>Description</u>
1	<input type="checkbox"/>	Project Application Form.	The Project Application form must be completed and signed by the Grantee's authorized representative.
2	<input type="checkbox"/>	Authorizing Resolution	The Applicant/Grantee's designated position authorized in the Resolution to sign all required grant documents.
3	<input type="checkbox"/>	Cost Estimate with Sources of Additional Funding	Prepare estimate that closely reflects the project documentation (i.e. bid items, staff time, purchase, materials, etc.)
4	<input type="checkbox"/>	Scoring Criteria	10-page maximum (single spaced)
5	<input type="checkbox"/>	CEQA Certification Form	At the time of Application, the Applicant must provide a <b><u>CEQA Certification Form</u></b> along with either a Notice of Exemption or Notice of Determination stamped by the county clerk.
6	<input type="checkbox"/>	Land Tenure	Provide evidence of ownership or site control. For fee title submit an assessors map and records search listing. For less than fee title provide a property map and copy of the full agreement.
7	<input type="checkbox"/>	List Leases or Agreements.	Provide a <u>list</u> of all <i>other</i> leases, agreements, etc., effecting Project lands or the operation and maintenance thereof, in addition to those relevant to land tenure (if applicable).
8	<input type="checkbox"/>	Project Location Map	Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project. On-line mapping and directions from 2950 Peralta Oaks Court, Oakland, CA 94605 could fulfill this requirement.
9	<input type="checkbox"/>	Site Plan	For Projects involving Development, provide a drawing or depiction indicating what improvements the Applicant will make, and where the improvements will be located on the property. For Projects involving Acquisition, provide an Acquisition map outlining the acreage and parcel number(s) to be acquired.
10	<input type="checkbox"/>	Photograph	Provide a photograph of the Project site.

**APPENDIX C – Sample Project Application Form**

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>



**East Bay Regional Park District  
MEASURE WW URBAN CREEKS GRANT PROGRAM**

**PROJECT APPLICATION**

PROJECT NAME	AMOUNT OF GRANT REQUESTED	\$
	AMOUNT OF MATCH	\$
	TOTAL PROJECT COST	\$
GRANT APPLICANT ( <i>Agency and Address</i> )	PROJECT ADDRESS	
	Expected Date of Completion:	

Grant Applicant's Representative Authorized in Resolution		
Name / Title	E-mail Address	Phone
Person with grant administration responsibility for Project ( <i>if different from authorized representative</i> )		
Name / Title	E-mail Address	Phone

Scope of Work:

For Dev. Projects Land Tenure		Acres	For Acquisition Projects:
Acres owned in fee simple by Grant Applicant			Acres to be acquired in fee simple. (Provide purchase agreement and appraisal for approval prior to acquisition.)
Acres available under an permanent easement.			Acres to be acquired under public access easement. (Provide copy of easement for approval prior to acquisition.)
Acres available under a lease			
Other ( <i>explain</i> )			Other ( <i>explain</i> )

I certify that the information contained in this Project application is accurate.

Application Submitted by		Title
Date		

**APPENDIX D – Sample Resolution**

The resolution may be modified but it must contain all of the District's language.

**EAST BAY REGIONAL PARK DISTRICT  
MEASURE WW URBAN CREEKS GRANT PROGRAM**

**Resolution No:** \_\_\_\_\_

**RESOLUTION OF THE** \_\_\_\_\_  
**(Title of Governing Body)**

**AUTHORIZATION TO APPLY FOR WW URBAN CREEKS GRANT FUNDS FROM THE  
EAST BAY REGIONAL PARK DISTRICT UNDER MEASURE WW PARK BOND**

WHEREAS, the people of the East Bay Regional Park District have enacted the Measure WW Park Bond Extension which provides funds for the acquisition and restoration of urban creeks; and

WHEREAS, the East Bay Regional Park District Board of Directors has the responsibility for the administration of the grant program, setting up necessary procedures; and

WHEREAS, said procedures require the Applicant's Governing Body to certify by resolution the approval of the Applicant to apply for the WW Urban Creeks Grant funds, and

WHEREAS, the Applicant will enter into a Contract with the East Bay Regional Park District;

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ hereby:  
(Applicant's Governing Body)

1. Approves the submission of a grant application to the WW Urban Creeks Grant Program under the East Bay Regional Park District Measure WW Park Bond Extension; and
2. If awarded a grant, approves the execution of a grant contract from the WW Urban Creeks Grant Program under the East Bay Regional Park District Measure WW Park Bond Extension; and
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project; and
4. Certifies that the Applicant has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the (designated position) \_\_\_\_\_ as agent 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 Project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_ following a roll call vote:  
(Applicant's Governing Body)

For  
Against  
Abstain  
Absent

\_\_\_\_\_  
(Clerk)

## **APPENDIX E – Sample Cost Estimate**

Submit estimate electronically in Excel format

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>

Your cost estimate should relate to bid documents and the financial accounting for your project. The sample cost estimate below is to assist you in developing a cost estimate for your Project. You may reformat and change the content as needed to accommodate each Project's scope. The items listed are illustrative only and are not intended to direct you in determining the scope of your Project, but merely to let you know the level of detail preferred.

**East Bay Regional Park District**  
**MEASURE WW URBAN CREEKS GRANT PROGRAM**  
**SAMPLE COST ESTIMATE**

(Line items listed are for sample purposes only. Applicant should use line items that most accurately reflect the backup documentation to be provided at close out.)

<b>Project Name:</b>		
<b>Applicant:</b>		
<b>#</b>	<b><u>CONSTRUCTION COSTS</u></b>	<b><u>AMOUNT</u></b>
1	Land Acquisition	\$
2	Bid Items (Provide separate lines for each bid item.)	\$
3	Materials	\$
4	In-house Labor	\$
5	In-house Equipment	\$
6	Rental Equipment	\$
7	Construction Support	\$
	SUBTOTAL	\$
	<b><u>PRE-CONSTRUCTION COSTS (20% Grant Limit)</u></b>	<b><u>AMOUNT</u></b>
8	Consultants	\$
9	In-house Staff Time	\$
10	Title & Escrow Fees	\$
11	Permit Fees	\$
12	Pre-Construction Match	\$
	SUBTOTAL	\$
	<b>GRAND TOTAL</b>	<b>\$</b>
	<b><u>FUNDING SOURCES</u></b>	<b><u>AMOUNT</u></b>
	WW Grant	\$
	Other Funds	\$
		\$
	<b>GRAND TOTAL</b>	<b>\$</b>

**APPENDIX F – CEQA Certification Form**

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>

East Bay Regional Park District

MEASURE WW URBAN CREEKS GRANT PROGRAM

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**Compliance Certification Form**

Applicant:

Project Name:

Project Address:

When was CEQA analysis filed for this project?

Date:

What document(s) was filed for this project's CEQA analysis: (check all that apply)

- Initial Study     Categorical Exemption     Negative Declaration     Mitigated Negative Declaration  
 Environmental Impact Report     Other

Please attach the Notice of Exemption or the Notice of Determination as appropriate stamped by the county clerk.

Lead Agency CEQA Contact Information:

Agency Name:

Contact Person

Street Address

City, State, Zip Code

Phone:

Email:

Certification:

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

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

Certification Submitted by

Title

26

Date

**APPENDIX G – Payment Request Form**

Submit form electronically in Excel format

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>



**East Bay Regional Park District  
MEASURE WW URBAN CREEKS GRANT PROGRAM**

**PAYMENT REQUEST FORM**

1. PROJECT TITLE	2. CONTRACT NUMBER
3. APPLICANT	
4. PAYMENT REQUEST NUMBER	

**5. PAYMENT INFORMATION**

a. Grant Project Amount	\$	
b. Funds Received To Date	\$	
c. Available ( <i>a. minus b.</i> )	\$	\$0.00
d. Amount of This Request	\$	
e. Remaining Funds After This Payment ( <i>c. minus d.</i> )	\$	\$0.00

**6. SEND PAYMENT TO:**

AGENCY NAME
STREET ADDRESS
CITY/STATE/ZIP CODE
ATTENTION

7. 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.

CERTIFIED AND SUBMITTED BY	TITLE	DATE

**FOR EAST BAY REGIONAL PARK DISTRICT USE ONLY**

PAYMENT APPROVAL	DATE

**APPENDIX H – Project Cost Summary Forms**

Submit forms electronically in Excel format

Please use most recent forms by following the link below:

<http://www.ebparks.org/about/planning/ww>







**APPENDIX I – Project Status Report Form**

Submit form electronically in Excel format

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>

East Bay Regional Park District  
 MEASURE WW URBAN CREEKS GRANT PROGRAM

**PROJECT STATUS REPORT**

	<b>Agency:</b>		<b>Contract Amount:</b>					
	<b>Contract Number:</b>		<b>Ending Date:</b>					
			<input type="checkbox"/> June 30th, report due July 31st					
	<b>Date Report Submitted:</b>		<input type="checkbox"/> December 31st, report due January 31st					
#	Project Number	Project Amount	Project Name	Approval Status	to date Pre-Construction	Expended to date Construction	Match	Expected Completion Date
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
			<b>Subtotal</b>		\$0.00	\$0.00	\$0.00	
			<b>Total Expenditures to Date</b>			\$0.00	\$0.00	
			<b>Unexpended Grant Amount</b>			\$0.00	\$0.00	
			<b>Total Contract Amount</b>			\$0.00	\$0.00	

**APPENDIX J – Project Completion Package**

Please use most recent form by following the link below:

<http://www.ebparks.org/about/planning/ww>



East Bay Regional Park District

MEASURE WW URBAN CREEKS GRANT PROGRAM

PROJECT CERTIFICATION FORM

Grantee:

Contract Number:

Project Name:

Contract Amount:

Grantee Contact (for audit purposes):

Name:

Address:

Phone:

E-mail:

Required Documentation (unless previously provided)

FOR ALL CONTRACTS

LAND ACQUISITION

- |   |   |
|---|---|
| <input type="checkbox"/> Summary List of Bidders                        | <input type="checkbox"/> Appraisal Report                               |
| <input type="checkbox"/> Notice of Award by Governing Body              | <input type="checkbox"/> Final Escrow Closing Statement                 |
| <input type="checkbox"/> Contract Agreement                             | <input type="checkbox"/> Grant deed or final agreement                  |
| <input type="checkbox"/> Final payment to contractor (cancelled checks) | <input type="checkbox"/> Title insurance policy (issued to participant) |
| <input type="checkbox"/> All Change Orders                              | <input type="checkbox"/> Cancelled checks                               |
| <input type="checkbox"/> Notice of Completion or Final Acceptance       |   |

**Submit Actual Final Budget for the Project, along with list of all additional sources of funding used on the project.**

Certification:

I hereby certify that all grant funds were expended on the above named Project, that the Project is complete, and final payment has been made for all work done. I certify that no other payment was received for work funded by this grant.

Certification Submitted by

Title

Date

**APPENDIX K – Program Sign Requirements**



- Sign Dimensions: 24" x 16".
- The District will provide the sign to Grantees.
- All Grantees are required to post the sign at the Project site.
- The sign must be available for the final inspection of the Project.
- Sign must remain installed for three years following final grant payment of the project.
- The District may modify its sign requirements to meet certain project location needs.