Procedural Guide for the LOCAL GRANT PROGRAM

Under the
East Bay Regional Park District Park Bond Extension

January 2009

East Bay Regional Park District
Submit all grant applications, payment requests, back up documentation and project completion packages electronically by e-mail or on CD to:

Jeff Rasmussen, Grants Manager
East Bay Regional Park District
P.O. Box 5381
Oakland, CA 94605
(510) 544-2204 Telephone
(510) 569-1417 FAX
jrasmussen@ebparks.org
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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:** to obtain a fee interest or lesser public access rights in real property.

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

**Application:** means the individual Project Application(s) 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.

**Master 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 date Master Contract is fully executed through December 31, 2018, 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 construction of new facilities, renovation or additions to existing facilities or historic 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.

**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.

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

**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. LOCAL GRANT PROGRAM DESCRIPTION

Amount of Funds Available
$125,000,000 has been allocated for the Local Grant program. There are no matching requirements for the Local Grant program.

Allocations
See APPENDIX L - Program Allocation by Agency for allocations.

Eligible Applicants
- Cities
- Special Park and Recreation Districts
- County Service Areas established to provide parks and recreation services
- EBRPD retains project selection authority for unincorporated areas in Alameda County and Contra Costa County. The counties will have the first opportunity to propose projects for the unincorporated areas of the county pending approval of project selection by the Board. The Board will select projects that best meets the needs of the unincorporated areas and insures equitable geographic distribution of funds. Neighboring agencies with projects that serve the unincorporated area are encouraged to work with the counties in proposing projects.
- Other government agencies with the approval of the Board

Eligible Projects
Capital Projects that will provide lands and facilities for recreational activities and services and historic preservation are eligible. Projects must be consistent with the Grantee’s park and recreation element of the general plan or appropriate parks and recreation planning document. Public art projects are eligible as long as they are in or adjacent to a parks and recreation facility. The following types of Capital Projects are eligible for grant funding:

- Acquisition (fee title or permanent easement for public access projects)
  - For land acquisition project applicants must submit a copy of the land agreement and appraisal if applicable for District approval prior to acquisition.
- Development (including renovation of recreational facilities)

The following types of projects are ineligible for grant funding:
- Libraries
- Street and highway beautification
- Master Plans
- Public art not associated with a parks & recreation facility
- Maintenance Equipment Purchase (trucks, mowers, tractors, etc.)
- Non-fixed equipment (removable soccer goals, portable air conditioners, etc.)
- Recreational programming and staffing
- Normal maintenance and repairs expected to last less than 25 years. (The District shall make the final determination regarding expected project life.)
**District’s Administrative Costs**
The District’s costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall not exceed 5% of the bond proceeds.

III. **IMPORTANT POINTS**

- Eligible Project costs may be incurred after **execution of a Master Contract**. Reimbursement Payments may not be made until there is a fully executed Master Contract and an approved Project Application between the District and the Grantee.
- Project applications are accepted **February 1st through March 31st** each year. Applications not received or post marked by March 31st shall be reviewed for approval the following year.
- The Grantee may spend up to 20% of the Project Grant amount for pre-construction costs, including grants administration, survey, plans, permits, specifications, CEQA compliance and/or Acquisition documents.
- Grantee should follow their accounting and procurement policies and procedures. However, all construction contracts must include prevailing wage provisions.

IV. **HOW TO APPLY FOR LOCAL GRANT FUNDS**

**How to Get a Master Contract**
1. The Applicant submits a resolution authorized by their governing body. The Resolution authorizes the agency to enter into a contract with the District. It is not necessary to identify Projects in the resolution.
2. The District reviews the resolution and sends a Master Contract to the Applicant for signature.
3. The Applicant returns the signed Master Contract to the District.
4. The District returns a fully executed Master Contract to the Applicant (now Grantee).

**How to Apply for a Project(s)**
1. Project application will only be accepted **February 1st through March 31st** each year. Projects received or post marked after March 31st will be held for review in the following year.
2. As Projects are identified, the Grantee submits individual Project Application(s) to the District (see APPENDIX C – Project Application Form).
3. The District reviews the Application materials and sends a letter of approval to the Grantee or requests additional information.

**Progress Payments**
1. After the Application is approved, the Grantee may request reimbursement up to 80% of the Application amount for expenses incurred after **execution of a Master 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(s) must be fully completed (including processing final payment) by **December 31, 2018** or funds will revert to projects at the discretion of the Park District.
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 recreational use. Recreation projects on school property should be available for public during priority recreation hours starting at 3:30 p.m. weekdays and all day on Saturday.

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

**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 Application 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 or the Grantee wishes to increase the Project Grant Amount. 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 completed 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 Project made by the District.
VI. PAYMENT PROCESS

**Grant Fund Availability**
Grant funds are available for eligible expenditures incurred after **execution of a Master Contract**. The Grantee must have a fully executed Master Contract and an approve Project Application prior to receiving reimbursement for eligible expenditures. The Grantee must complete all approved Projects and have final payment processed by **December 31, 2018**.

**Progress Payments**
After the Application is approved, the Grantee may request reimbursement for eligible expenses incurred after **execution of a Master Contract**.

**Payment Request Process**

<table>
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<tr>
<th>Payment Type</th>
<th>Documentation</th>
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| Progress Payment Reimbursement up to 80% | • Payment Request Form  
• Project Cost Summary Forms  
• **Backup documentation (including contract documentation if applicable), see page 8** |
| Final | • Payment Request Form  
• Project Cost Summary Forms  
• Project Certification Form  
• **Backup documentation (including final contract and acquisition documentation if applicable), see page 8** |

**Eligible Costs**
- Only costs incurred during the Contract Performance Period are eligible.
- 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.
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<tr>
<th>ELIGIBLE COSTS CHART</th>
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<tr>
<td><strong>COSTS</strong></td>
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<tr>
<td>Pre-Construction Costs (cannot exceed 20% of the total requested Project Grant Amount)</td>
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</table>
| Pre-Construction Costs | • Project planning, appraisals, and negotiations | • CEQA  
• Survey  
• Plans and Specifications  
• Legal Fees & Permits  
• Appraisal/Title/Escrow Fees  
• Construction Insurance |
| Construction Costs |  |  |
| Personnel or Employee Services | • 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.  
• Must not exceed Grantee’s established rates for similar positions | • Wages and benefits  
• Front line supervision of employees  
• Work performed by another agency |
| Construction and Construction Management | • All necessary construction activities  
• Construction support | • Construction contract  
• Consultants  
• Inspection & construction management  
• Submittal review and resident engineering |
| Construction Equipment | • The Grantee may only charge the actual cost of the use of the equipment during the time it is being used for Project purposes.  
• 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.  
• The purchase of equipment is not eligible. | • Rental equipment  
• Equipment leased for project  
• In-house equipment |
| Fixed Equipment | • Equipment permanently fixed to the Project facility | • Play equipment  
• Fixed benches  
• Signs/interpretive aids |
| Construction Supplies/Materials | • May be purchased for specific Project, or may be drawn from stock if claimed costs are no higher than those the Grantee would pay. | Materials and Supplies:  
• Concrete  
• Lumber  
• Steel |
| Relocation Costs | • Costs resulting in displacement of a person/business  
• The Grantee shall comply with State Relocation Act | • Relocation Costs |
| Acquisition Costs | • Costs of acquiring real property | • Purchase price |
**BACK UP DOCUMENTATION**

The grantee must submit the following documents if applicable with payment requests. Items in **BOLD** maybe 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**

### 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-HOUSE LABOR*
- Payroll records from finance system

### IN-HOUSE EQUIPMENT*
- Daily time records identifying the project site
- Caltrans Equipment Code

* 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 Resolution

The resolution may be modified but it must contain all of the District’s language.
EAST BAY REGIONAL PARK DISTRICT
MEASURE WW LOCAL GRANT PROGRAM

Resolution No:_______________________

RESOLUTION OF THE _________________________________________

>Title of Governing Body

AUTHORIZATION TO APPLY FOR LOCAL GRANT FUNDS FROM THE EAST BAY REGIONAL PARK DISTRICT UNDER MEASURE WW PARK BOND EXTENSION

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 development of neighborhood, community, regional parks and recreation lands and facilities; 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 Local Grant allocation of 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 execution of a grant contract in the amount of $______________ from the Local Grant Program under the East Bay Regional Park District Measure WW Park Bond Extension; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s); and
3. Certifies that the Applicant has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. 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 Project(s).

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 B – Sample Master Contract
Please use most recent form by following the link below:
http://www.ebparks.org/ww
EAST BAY REGIONAL PARK DISTRICT
MEASURE WW PARK BOND EXTENSION
MASTER CONTRACT - LOCAL GRANT PROGRAM

MASTER CONTRACT No.:__________________

GRANTEE_______________________________________________

THE PROJECT PERFORMANCE PERIOD is from the date this agreement is signed below by the
District through December 31, 2018

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 DEVELOPMENT OF
NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION LANDS
AND FACILITIES.

The General Provisions, Local Grant Procedural Guide, Forms and individual Project Applications
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.

_________________________________________                        EAST BAY REGIONAL PARK DISTRICT
                        Grantee

By _______________________________                        By _______________________________
(Signature of Authorized Representative)                        (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  
MASTER CONTRACT - LOCAL GRANT PROGRAM

MASTER 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:

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General Provisions

A. Definitions

1. The term "Measure" as used herein refers to the revenue generated from the sale of bonds for the Program.

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. Acquisition: means to obtain fee title or permanent easement for public access rights in real property.

4. The term “District” means the East Bay Regional Park District.

5. The term “Development” means improvements to real property for parks and recreation purposes, including but not limited to construction of new facilities, renovation or additions to existing facilities or historic preservation and protection. WW Local Grant Program funds may only be used for Capital Improvement.

6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract. 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 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Measure WW Park Bond Extension Local 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 1, 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 effecting 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.
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 effecting relocation and real property acquisition.

8. The Grantee shall provide public access to Project facilities 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. 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, 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, shall be used by the Grantee for a parks and recreation capital purpose, pursuant to agreement with the District as specified in this section, or shall be reimbursed to the District and be available for appropriation by the District Board of Directors only for an authorized purpose.

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 facilities 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 of page 1 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, 2021.

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 Facilities

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 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 facility 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 effect 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 C – Sample Project Application Form
Please use most recent form by following the link below:
http://www.ebparks.org/ww
East Bay Regional Park District  
MEASURE WW LOCAL GRANT PROGRAM  

Applications Accepted February and March each year.

## PROJECT APPLICATION

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>AMOUNT OF GRANT REQUESTED $</th>
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<tbody>
<tr>
<td></td>
<td>Estimated TOTAL PROJECT COST $ (Grant and other funds)</td>
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<table>
<thead>
<tr>
<th>GRANT APPLICANT (Agency and Address)</th>
<th>PROJECT ADDRESS</th>
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Expected Date of Completion: __________

Grant Applicant’s Representative Authorized in Resolution

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<th>Name / Title</th>
<th>E-mail Address</th>
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Person with grant administration responsibility for Project (if different from authorized representative)

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<tr>
<th>Name / Title</th>
<th>E-mail Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scope of Work:

---

For Dev. Projects Land Tenure – ________ Acres

- Acres owned in fee simple by Grant Applicant
- Acres available under an permanent easement.
- Acres available under a lease
- Other (explain)

For Acquisition Projects:

- Acres to be acquired in fee simple. (Provide purchase agreement and appraisal for approval prior to acquisition.)
- Acres to be acquired under public access easement. (Provide copy of easement for approval prior to acquisition.)
- Acres acquired under other public access agreement. (Provide copy of agreement for approval prior to acquisition.)

---

I certify that the information contained in this Project application is accurate and I further certify that this Project is consistent with the park and recreation element of the applicable city or county general plan, park district and recreation plan, or appropriate recreation planning document.

Application Submitted by ___________________________ Title ___________________________

1/1/2009 Date ___________________________
APPENDIX D – Application Checklist
Please use most recent form by following the link below:
http://www.ebparks.org/ww
# Item Description

1. **Project Application Form.**
   - The Project Application form must be completed and signed by the Grantee’s authorized representative.

2. **Cost Estimate with Sources of Additional Funding**
   - Prepare estimate that closely reflects the project documentation (i.e. bid items, staff time, purchase, materials, etc.)

3. **CEQA Certification Form**
   - At the time of Application, the Applicant must provide a CEQA Certification Form along with either a Notice of Exemption or Notice of Determination stamped by the county clerk.

4. **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.
   - Provide a list of all other leases, agreements, etc., effecting Project lands or the operation and maintenance thereof, in addition to those relevant to land tenure (if applicable).

5. **List Leases or Agreements.**

6. **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.

7. **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.

8. **Photograph**
   - Provide a photograph of the Project site.

9. **List Require Permits**
   - Provide a list of all required permits, if applicable. Examples include: building permit, grading permit, water quality, BCDC, Dept. of Fish & Game, etc.)
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/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.
# CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Land Acquisition</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Bid Items (Provide separate lines for each bid item.)</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Materials</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>In-house Labor</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>In-house Equipment</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Rental Equipment</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Construction Support</td>
<td>$</td>
</tr>
</tbody>
</table>

**SUBTOTAL $**

# PRE-CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Consultants</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>In-house Staff Time</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Title &amp; Escrow Fees</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Permit Fees</td>
<td>$</td>
</tr>
</tbody>
</table>

**SUBTOTAL $**

**GRAND TOTAL $**

## FUNDING SOURCES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure WW Local Grant</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL $**
APPENDIX F – CEQA Certification Form
Please use most recent form by following the link below:
http://www.ebparks.org/ww
East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
Compliance Certification Form

Applicant: Project Name: 

Project Address: ________________________________

When was CEQA analysis completed for this project? Date: ________________________________

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

☐ Initial Study ☐ Notice of 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: ____________________________

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/ww
### Payment Request Form

1. **Project Title**

2. **Project Number**

2. **Applicant**

4. **Payment Request Number**

---

#### 5. Payment Information

(Round all figures to the nearest dollar)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Grant Project Amount</td>
<td>$</td>
</tr>
<tr>
<td>b. Funds Received To Date</td>
<td>$</td>
</tr>
<tr>
<td>c. Available (a. minus b.)</td>
<td>$ $0</td>
</tr>
<tr>
<td>d. Amount of This Request</td>
<td>$</td>
</tr>
<tr>
<td>e. Remaining Funds After This Payment (c. minus d.)</td>
<td>$ $0</td>
</tr>
</tbody>
</table>

---

#### 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**

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

---

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

**Payment Approval**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>
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/ww
**IN-HOUSE LABOR COSTS SUMMARY FORM**

Applicant: 
Project Name: 
Project Amount: 
Project Number: 

Include copy of staff time cards or payroll printout from finance system. (20% Max.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Unit Performing Work</th>
<th>Pay Date</th>
<th>Purpose</th>
<th>Amount</th>
<th>Amount Pre-Construction</th>
</tr>
</thead>
</table>

Subtotal $0.00 $0.00
Include copy of daily equipment time record with payment request. (20% Max.)

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Caltrans Code</th>
<th>Dates Used</th>
<th>Hours Used</th>
<th>Rate</th>
<th>Amount</th>
<th>Amount Pre-Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal

| Subtotal | $0.00 | $0.00 |
East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
PROJECT COSTS SUMMARY FORM

Applicant: 
Project Number: 
Project Amount: 
Project Name: 

Include copy of all contract documentation, invoices and cancelled checks with payment request. (Max. 20 %)

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Recipient</th>
<th>Purpose</th>
<th>Amount Construction</th>
<th>Amount Pre-Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Subtotal

Subtotal from Labor Costs Summary Form (if applicable)

Subtotal from Equipment Costs Summary Form (if applicable)

Total

Grand Total

$0.00 $0.00

$0.00 $0.00

$0.00

32
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/ww
<table>
<thead>
<tr>
<th>#</th>
<th>Project Number</th>
<th>Project Name</th>
<th>Amount Construction</th>
<th>Amount Pre-Construction</th>
<th>Expected Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
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<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Subtotal                                              $0.00 $0.00

Total Grant Funded Expenditures to Date

Unexpended Grant Amount $0.00

Total Contract Amount $0.00
APPENDIX J – Project Completion Package
Please use most recent form by following the link below:
http://www.ebparks.org/ww
East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
PROJECT CERTIFICATION FORM

Grantee: ____________________________________________
Project Number: ___________________________________
Project Name: _______________________________________
Project Amount: _____________________________________

Grantee Contact (for audit purposes):
Name: _______________________________________________
Address: _____________________________________________
Phone: _______________________________________________
E-mail: _______________________________________________

Required Documentation (unless previously provided)
FOR ALL CONTRACTS
☐ Summery List of Bidders
☐ Notice of Award by Governing Body
☐ Contract Agreement
☐ Final payment to contractor (cancelled checks)
☐ All Change Orders
☐ Notice of Completion or Final Acceptance

☐ Appraisal Report
☐ Final Escrow Closing Statement
☐ Grant deed or final agreement
☐ Title insurance policy (issued to participant)
☐ Cancelled checks

☐ 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
o Sign Dimensions: 24" x 16".

o The District will provide the sign to Grantees.

o All Grantees are required to post the sign at the Project site.

o The sign must be available for the final inspection of the Project.

o Sign must remain installed for three years following final grant payment of the project.

o The District may modify its sign requirements to meet certain project location needs.
APPENDIX L – Program Allocation by Agency
Please use most recent allocation by following the link below:
http://www.ebparks.org/ww
## 2008 PROPOSED MEASURE AA EXTENSION
### Alameda County

<table>
<thead>
<tr>
<th>2008 AA Local Grant</th>
<th>2008 Population</th>
<th>2008 Allocation</th>
<th>Participating Entity</th>
<th>Data Source</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alameda</td>
<td>75,823</td>
<td>$3,465,489</td>
<td>Alameda</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Albany</td>
<td>16,877</td>
<td>$771,363</td>
<td>Albany</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Berkeley</td>
<td>106,697</td>
<td>$4,876,584</td>
<td>Berkeley</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Dublin</td>
<td>46,934</td>
<td>$2,145,118</td>
<td>Dublin</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Emeryville</td>
<td>9,727</td>
<td>$444,572</td>
<td>Emeryville</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Fremont</td>
<td>213,512</td>
<td>$9,758,562</td>
<td>Fremont</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Newark</td>
<td>43,872</td>
<td>$2,005,169</td>
<td>Newark</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Oakland</td>
<td>420,183</td>
<td>$19,204,456</td>
<td>Oakland</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Piedmont</td>
<td>11,100</td>
<td>$507,325</td>
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<td>2008 DOF Estimate</td>
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<tr>
<td>Pleasanton</td>
<td>69,388</td>
<td>$3,171,377</td>
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<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>San Leandro</td>
<td>81,851</td>
<td>$3,740,998</td>
<td>San Leandro</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Union City</td>
<td>73,402</td>
<td>$3,354,837</td>
<td>Union City</td>
<td>2008 DOF Estimate</td>
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</tbody>
</table>

**Subtotal**

- **1,169,366**
- **$53,445,852**
- **2008 DOF Estimate**

<table>
<thead>
<tr>
<th><strong>UNINCORPORATED, HARD</strong></th>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Hayward</td>
<td>149,205</td>
<td>$6,819,412</td>
<td>HARD</td>
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<tr>
<td>Ashland*</td>
<td>21,576</td>
<td>$986,120</td>
<td>HARD</td>
<td>2000 CDP Updated to 2008</td>
</tr>
<tr>
<td>Castro Valley*</td>
<td>59,448</td>
<td>$2,717,064</td>
<td>HARD</td>
<td>2000 CDP Updated to 2008</td>
</tr>
<tr>
<td>Cherryland*</td>
<td>14,357</td>
<td>$656,202</td>
<td>HARD</td>
<td>2000 CDP Updated to 2008</td>
</tr>
<tr>
<td>Fairview*</td>
<td>9,826</td>
<td>$449,094</td>
<td>HARD</td>
<td>2000 CDP Updated to 2008</td>
</tr>
<tr>
<td>San Lorenzo*</td>
<td>22,722</td>
<td>$1,038,530</td>
<td>HARD</td>
<td>2000 CDP Updated to 2008</td>
</tr>
<tr>
<td>Mt. Eden</td>
<td>881</td>
<td>$40,262</td>
<td>HARD</td>
<td>HARD info updated to 2008</td>
</tr>
</tbody>
</table>

**Subtotal**

- **278,015**
- **$12,706,683**
- **2008 DOF Estimate**

**Balance of the County**

- **11,612**
- **$530,722**
- **EBRPD**
- **Remainder**

**Unincorporated Subtotal**

- **289,627**
- **$13,237,405**
- **2008 DOF Estimate**

**Alameda Subtotal**

- **1,458,993**
- **$66,683,257**

<table>
<thead>
<tr>
<th><strong>NON-AA DISTRICT</strong></th>
<th></th>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Livermore</td>
<td>83,604</td>
<td>$0</td>
<td></td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Other</td>
<td>403</td>
<td>$0</td>
<td></td>
<td>Updated from 1998 AA</td>
</tr>
</tbody>
</table>

**84,007**

- **$0**
### Contra Costa County

<table>
<thead>
<tr>
<th>CITIES</th>
<th>2008 AA Local Grant</th>
<th>2008 Population</th>
<th>2008 Allocation</th>
<th>Participating Entity</th>
<th>Data Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antioch</td>
<td>$4,586,998</td>
<td>100,361</td>
<td>Antioch</td>
<td>Antioch</td>
<td>2008 DOF Estimate</td>
</tr>
<tr>
<td>Brentwood</td>
<td>$2,313,312</td>
<td>50,614</td>
<td>Brentwood</td>
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<td>2008 DOF Estimate</td>
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<tr>
<td>Clayton</td>
<td>$492,883</td>
<td>10,784</td>
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<td>2008 DOF Estimate</td>
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<td>Concord</td>
<td>$5,657,180</td>
<td>123,776</td>
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<td>2008 DOF Estimate</td>
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<tr>
<td>Danville</td>
<td>$1,897,488</td>
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<td>Final Allocation On Hold</td>
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<td>El Cerrito</td>
<td>$1,065,840</td>
<td>23,320</td>
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<td>Hercules</td>
<td>$1,111,728</td>
<td>24,324</td>
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<td>Lafayette</td>
<td>$1,095,183</td>
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<td>2008 DOF Estimate</td>
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<td>Martinez</td>
<td>$1,651,961</td>
<td>36,144</td>
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<td>Moraga</td>
<td>$737,587</td>
<td>16,138</td>
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<td>Oakley</td>
<td>$1,517,862</td>
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<td>2008 DOF Estimate</td>
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<td>Orinda</td>
<td>$801,757</td>
<td>17,542</td>
<td>Orinda</td>
<td>2008 DOF Estimate</td>
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<td>Pinole</td>
<td>$877,216</td>
<td>19,193</td>
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<td>2008 DOF Estimate</td>
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<td>$2,909,214</td>
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<td>San Pablo</td>
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<td>2008 DOF Estimate</td>
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<td>San Ramon</td>
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<td>59,002</td>
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<td>2008 DOF Estimate</td>
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<td>Walnut Creek</td>
<td>$2,984,810</td>
<td>65,306</td>
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<tr>
<td>Green Valley</td>
<td>$50,870</td>
<td>1,113</td>
<td>Green Valley R.P.D.</td>
<td>Final Allocation On Hold</td>
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</tbody>
</table>

**Cities Subtotal** | **$40,133,590** | **878,101** | **2008 DOF Estimate**

### UNINCORPORATED, CSA's / CSD's / RPD's

<table>
<thead>
<tr>
<th>CITIES</th>
<th>2008 AA Local Grant</th>
<th>2008 Population</th>
<th>2008 Allocation</th>
<th>Participating Entity</th>
<th>Data Source</th>
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<tr>
<td>Alamo*</td>
<td>$817,931</td>
<td>17,896</td>
<td>CC County CSA R-7A</td>
<td>Ambrose R. P. D. / 2000 CDP Updated to 2008</td>
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<td>Bay Point*</td>
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<td>24,662</td>
<td>CC County</td>
<td>Overlapping Jurisdiction Final Allocation On Hold</td>
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<td>Clyde*</td>
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<td>795</td>
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<td>2000 CDP Updated to 2008</td>
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<td>Crockett*</td>
<td>$207,144</td>
<td>4,532</td>
<td>Crockett CSD</td>
<td>2000 CDP Updated to 2008</td>
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<td>Port Costa*</td>
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<td>266</td>
<td>Crockett CSD</td>
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<td>Discovery Bay*</td>
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<td>12,700</td>
<td>Discovery Bay CSA M-8</td>
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<td>El Sobrante*</td>
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<td>Kensington*</td>
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<td>2000 CDP Updated to 2008</td>
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<td>Bayview-Montalvin*</td>
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<td>5,731</td>
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<td>Tara Hills*</td>
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<td>6,106</td>
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<td>Pleasant Hill Area</td>
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<td>4,555</td>
<td>Pleasant Hill R.P.D.</td>
<td>Update from 1988 AA</td>
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</table>

**Total Alameda County** | **1,543,000** | **$66,683,257** | **2007 DOF Estimate**
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
<td><strong>Rodeo</strong></td>
<td>9,984</td>
<td>$456,305</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>Balance of the County</strong></td>
<td>66,653</td>
<td>$3,046,374</td>
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<td><strong>Unincorporated</strong></td>
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<td><strong>2008 DOF Estimate</strong></td>
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<td><strong>CONTRA COSTA</strong></td>
<td>1,051,674</td>
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<td><strong>ALAMEDA COUNTY</strong></td>
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<tr>
<td><strong>DISTRICT TOTAL</strong></td>
<td>2,510,667</td>
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<td><strong>ESTIMATED REVENUE 2008 BOND</strong></td>
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<td>EBRPD Admn.</td>
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<tr>
<td>Oakland Zoo</td>
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<td>Local Grant Subtotal</td>
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</table>

| **Per Capita Allocation:** | $45.70 |

* Census Designated Place (CDP)

Total Local Grant appropriation is set by bond extension at $125,000,000.