Grant Application and Procedural Guide

for the

CALIFORNIA HERITAGE FUND GRANT PROGRAM

under the

Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000

November 2001, revised September 18, 2002

Office of Historic Preservation
Department of Parks and Recreation
State of California – The Resources Agency

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I. CALIFORNIA HERITAGE FUND GRANT PROGRAM SUMMARY SHEET

The Office of Historic Preservation (OHP) administers a grant program from the California Heritage Fund (CHF) to fund historic and archeological preservation Projects under the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000:

Type of Grants: Competitive, statewide

Eligible Applicants: Cities, Counties, Districts, Local Agencies formed for park purposes pursuant to a joint powers agreement between two or more local entities, Nonprofit Organizations, and Federally Recognized California Indian Tribes

A Nonprofit Organization is eligible if the Nonprofit Organization is a private, nonprofit existing under Section 501(c)(3) of the U.S. Internal Revenue Code that has, **among its principal charitable purposes, the preservation of historic resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities.**

Eligible Projects: A product, facility, or project designed to preserve a historical resource that is listed, or formally determined eligible for listing, in the following programs: National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, or the California Points of Historical Interest. **(Please note CHF excludes grant funding for rehabilitation or restoration of privately owned residential and commercial properties, however, eligible applicants may apply for grant funding for specific public spaces, on a case by case basis, in a religious property, privately owned residential property, or a commercial property, providing that all eligibility criteria are met.)**

Types of Projects: Acquisition, Development (Rehabilitation and Restoration), and Interpretation

Funds Available in the Grant Program: $8,506,000

Grant Amount:
- The minimum grant amount is $10,000 for a $20,000 Project.
- A grant may not exceed the lesser of one million dollars ($1,000,000) or 50 percent of the total cost of the Project.
- OHP reserves the right to determine the total amount of the grant award.

Grantee's Match Amount: At least 50% of total Project cost

Grantee's Match Types: Local, State (with restrictions*), Federal and private funds, and In-Kind resources (*Money awards from other Park Bond Act of 2000 competitive grant programs may not be eligible as match. Other State funds may be eligible. Please contact the OHP Grants Manager for information regarding State funds eligible as match.)

Two Application Deadlines:

First Cycle Deadline:	March 1, 2002	($4,000,000 in funds will be awarded.)
Second Cycle Deadline:	August 2, 2002	($4,506,000 in funds will be awarded.)

Please see Page 9, regarding the purpose for having two separate deadlines. Also, please note that any funds not awarded in the first cycle will be carried over to the second cycle award period.

Number of Applications that may be submitted: Unlimited, however, Applicant should submit Applications for Projects with the greatest preservation urgency and with highest significance that would benefit the public.

Selection Criteria: Please see Section VII. Grant Application and Selection Process

Contract: Grantee, Property Owner, and Mortgage Lender, if applicable, shall enter into a Contract, which contains a Covenant, with OHP to preserve and protect the completed Grant-funded Project for a specified period of time. Such Contract shall be filed with the county recorder in the county where the Property is located. Please see Appendix M, Covenant Requirements. The requirement of recordation of the Contract does not apply to Projects involving Federally recognized California Indian tribal lands held in trust by the United States of America.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Sections 5079.10, 5096 (e), 5096.358, Public Resources Code.

II. DEFINITIONS

The items underlined in the following text preceded by http:, or www., are Internet hyper-links that provide direct access to individual web sites.

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

"Acquisition" means to obtain from a willing seller fee interest or any other interest, including easements and development rights, in real property.

"Allocation" means a distribution of funds or an expenditure limit established for a Grantee for one or more Projects.

"Applicant" means the local agency, nonprofit organization, or Federally Recognized California Indian Tribe, requesting funding from a program administered by OHP.

"Application" means the individual Application Form and its required attachments and supporting documentation for grants pursuant to the enabling legislation and/or program.

"Appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

"Appropriation" means a budget authorization from a specific fund to a specific agency/or program to make expenditures or incur obligations for a specific purpose and/or period of time.

"Bidder" means any individual, firm, co-partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

"California Heritage Fund (CHF)" means the money created in the State Treasury and administered by OHP pursuant to Public Resources Code, Section 5079 et seq.

"California Historic Building Code" means the codes in State of California, Title 24, Building Standards, Part 8, that regulates control and allows alternatives to any and all prevailing codes when dealing with qualified historical buildings.

"California Register" means the California Register of Historical Resources. (For more information, please see http://ohp.parks.ca.gov/register/index.htm)

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

(For more information, please see http://ceres.ca.gov/ceqa/) Applicants must assess the possible environmental consequences of projects, which they propose to undertake.

"Certified Local Government" means a local government that has been certified by the National Park Service to carry out the purposes of the National Historic Preservation Act of 1966 (16 United States Code Section 470 et seq.) as amended, pursuant to Section 101 (c) of that Act and the regulations adopted under the Act which are set forth in Part 61 (commencing with Section 61.1) of Title 36 of the Code of Federal Regulations.

"Commission" means the California State Historical Resources Commission.

"Competitive" means the Allocation of moneys for one or more Projects for the Acquisition, Development, or Interpretation of historical or archeological resources on a Project-by-Project basis, based upon stated criteria, through the competitive process.

"Contract" means the agreement between the OHP, Grantee, Property Owner, and Mortgage Lender, specifying the payment of funds for the performance of Project Scope within the Project Performance Period by the Grantee. The Contract also includes a Covenant for the continued preservation and maintenance of the Property for a specified period of years.

"Contractor" means the prime person or firm that has been selected by the Grantee to perform the Project work.

"Covenant" means the legal provision in the Grant Contract executed between OHP, Grantee, Property Owner, and Mortgage Lender in which the property owner of record encumbers the title of the Property with a covenant running with the land, in favor of and legally enforceable by OHP for the continued preservation and maintenance of the Property for a specified period of years. The requirement of recordation of the Covenant does not apply to Projects involving Federally recognized California Indian tribal lands held in trust by the United States of America.

"Department" means the California Department of Parks and Recreation.

"Development" means improvements to real property by rehabilitation or restoration to existing historical resource facilities.

"District" means:

(1) any regional park district, regional park and open-space district, or regional open-space district formed pursuant to the Public Resources Code, Article 3 (commencing with Section 5500) of Chapter 3;
(2) any recreation and park district formed pursuant to Public Resources Code, Chapter 4 (commencing with Section 5780), or an authority formed pursuant to Division 26 (commencing with Section 35100);
(3) any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, any other local district that is authorized by statute to operate and

manage parks or recreational areas or facilities, employs a full-time park and recreation director, offers year-round park and recreation services on lands and facilities owned by the district, and allocates a substantial portion of its annual operation budget to parks or recreation areas or facilities.

"Environmental Document" means a document prepared in accordance with CEQA.

"Federally Recognized California Indian Tribe" means any California Indian tribe, band, nation, or other organized group or community certified by the Secretary of the Interior as eligible for special programs and services provided by the Secretary of the Interior.

"Force Account" means development not performed by a competitively bid contract awarded by the Grantee. This includes, but is not limited to, development performed by the Grantee's own personnel, volunteers, or other agreements, or, construction using the recipient's own work force, volunteer labor or, in some cases, individuals paid on a time and material basis.

"Formally Determined Eligible Property" means a decision that a district, site, building, structure, or object meets the National Register criteria for evaluation although the property is not officially listed in the National Register. A formal determination of eligibility is made as a result of one of the following actions: 1) when an owner of a private property (or a majority of owners for a district or single property with multiple owners) has objected to a National Register nomination by notarized statement prior to listing, and the Keeper of the National Register finds the property eligible, 2) An approved *preliminary determination of significance* from the National Park Service for the purposes of preservation tax incentives, 3) Formal determinations by the Keeper of the National Register at the request of a Federal agency pursuant to Title 36 Code of Federal Regulations Section 63.2, 4) Consensus Determinations of Eligibility pursuant to Title 36 Code of Federal Regulations Section 800.4 of the Advisory Council on Historic Preservation's Regulations.

"Grant Program" means the California Heritage Fund Grant Program administered by OHP pursuant to Public Resources Code, Section 5079, et seq.

"Grantee" means an Applicant who has a Contract with OHP for grant funds.

"Historic District" means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history pursuant to Title 36 Code of Federal Regulations Section 60.3 (d).

"Historical Landmark" means any historical resource, which is registered as a State Historical Landmark pursuant to Public Resources Code Section 5021.

"Historical Resource Preservation Project" means a product, facility, or project designed to preserve an historical resource that is listed, or formally determined eligible

for listing, in the National Register of Historic Places or the California Register of Historical Resources, or designated as a Historical Landmark or Point of Historical Interest.

"In-Kind" means Applicant's materials and/or services provided as Match funds for a Project.

"Interpretation" means an intelligent and meaningful presentation and explanation of the significance and value of the features and qualities preserved in a qualified historical or archeological preservation Project.

"Local Agencies" means a city, county, or district entity formed for park purposes pursuant to a joint powers agreement between two or more local entities that are eligible for CHF Grant Program administered by OHP.

"Match" means the funds or equivalent In-Kind contributions that are required in addition to grant funds for a CHF grant project. The CHF Grant Program requires the Applicant to provide at least 50% funding toward the total Project cost. (i.e. projects over $2 million will have to provide more than a 50% match as there is a $1,000,000 cap on grant funds.)

"Mortgage Lender" means the person or entity that holds a security interest in the Property.

"National Register " means the National Register of Historic Places which is the official federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture as authorized by the National Historic Preservation Act of 1966 (16 United States Code Section 470 et seq.).

"NEPA" means the National Environmental Policy Act of 1969, as amended Public Law 91-190, Title 42 United States Code Sections 4321-433347, January 1, 1970, as amended by Public Law 94-52, July 3, 1975, Public Law 94-83, August 9, 1975, and Public Law 97-258, Section 4 (b), September 13, 1982). NEPA requires federal agencies to assess the possible environmental consequences of projects, which they propose to undertake, fund or approve.

"Nonprofit Organization" means any private, nonprofit organization, existing under Section 501(c)(3) of the United States Internal Revenue Code, that has, among its principal charitable purposes, the preservation of historic resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities.

"Notice of Completion and Acceptance of Work" means the notice completed by the Grantee and filed with the county recorder in the county where the Property is located, upon completion and acceptance of any and all construction work related to a Project.

"OHP" means the State Office of Historic Preservation, which is within the Department and is responsible for the administration of the CHF Grant Program. The State Historic Preservation Officer (SHPO) is the chief administrator of OHP.

"Park Bond Act of 2000" means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, Public Resources Code Section 5096.300 et seq.

"Plans" means the detailed drawings or exact reproductions that show location, character, layout, dimensions, and details of the work to be constructed under the Contract for a historical resource Project.

"Point of Historical Interest" means any historical resource that is registered as a State Point of Historical Interest pursuant to Public Resources Code Sections 5020.1 and 5020.1.

"Prevailing Wage" means the minimum rates that must be paid for certain types of work performed as established by the Labor Code Section 1770 et seq. The General Prevailing Wage Rates shall be posted at the Project site in compliance with Section 1773.2 of the Labor Code. The book entitled, "General Prevailing Wage Determination" is available from the Department of Industrial Relations (DIR), Labor Statistics & Research Division, P.O. Box 420603, San Francisco, 94142, (415) 703-4780; or wage rates may be accessed on the Internet at http://www.dir.ca.gov/DLSR/statistics_research.html (Please note that when the book or Internet wage determination expires during the term of the Contract, the Contractor must call or write the DIR or recheck the Internet to obtain the new rates.)

"Project" means the Acquisition, Development (Rehabilitation and Restoration), or Interpretation activities to be accomplished with grant funds.

"Project Performance Period" means the period of time that the grant funds are available, and the time in which the Project must be completed, billed, and paid.

"Project Scope" means the description or activity of work to be accomplished on the Project.

"Property" means the land, including all structures attached to such land, upon which the Project is located.

"Property Owner" means the person or entity that holds the fee simple interest of the Property.

"Rehabilitation" means the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values. (Please see The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, 1995)

"Resources Agency" means the California Resources Agency which is responsible for the conservation, enhancement, and management of California's natural and cultural

resources, including land, water, wildlife, parks, minerals, and historic sites. The Resources Agency is composed of departments, boards, conservancies, commissions, and programs.

"Restoration" means the act or process of accurately depicting the form, features, and character of a property as it appeared at the particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration Project. (Please see The Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, 1995)

"Secretary's Standards" means The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995, and/or, The Secretary of the Interior's Standards for Archeology and Historic Preservation published by the United States Department of the Interior, National Park Service. All architectural/engineering plans, construction developments, and archeological projects must be completed in accordance with the Secretary's Standards. The Secretary of the Interiors Standards for the Treatment of Historic Properties and/or, The Secretary of the Interior's Standards for Archeology and Historic Preservation can be viewed on the following web site: http://www.achp.gov/secstnd.html

"Section 106" means Section 106 of the National Historic Preservation Act (Title 36 Code of Federal Regulations Part 800). Section 106 requires Federal agencies to consider the effects of their actions on historic properties and seek comments from an independent reviewing agency, the Advisory Council on Historic Preservation. The purpose of Section 106 is to avoid unnecessary harm to historic properties from Federal actions. (See Section V. CHF Grants Program Requirements and Important Points, Section 106 and NEPA Compliance.)

"Specifications" means all written directions, provisions, and requirements governing the methods and procedures to be followed in connection with bidding and awarding of contract and performance and execution of the work, the quantities and qualities of materials to be used, the method of measurement of the quantities of work, and the nature of the contractual relationships that will exist during the course of the work.

"State Agency" means an agency of the State of California.

"Traditional Cultural Property" means a property that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community.

Note: Authority Cited: Section 5024.6, Public Resources Code.
Reference: Sections 5079.10, 5096.310 (e), 5096.335, and 5096.358, Public Resources Code.

III. INTRODUCTION

OHP and the Commission are please to announce the availability of $8,506,000 in statewide competitive grant funds from the Park Bond Act of 2000. Bond funds will be appropriated to the CHF and awarded by OHP and the Commission.

The California Legislature, through the Park Bond Act of 2000, acknowledges the importance of Acquisition, Development (Rehabilitation and Restoration), and Interpretation of historical and archeological resources in California.

The CHF provides for the stewardship and preservation of California's historical and archeological resources. These resources are deserving of continued support through the use of public funds, private contributions, and the efforts of all citizens.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5079.10, Public Resources Code.

IV. CALIFORNIA HERITAGE FUND GRANT PROGRAM

Program Purpose

To finance grant Projects for the Acquisition, Development, Rehabilitation, Restoration, Interpretation, and preservation of historical and archeological resources.

Program Administrator

OHP is the program administrator for grant funds pursuant to the CHF.

Eligible Entities

The following entities are eligible to apply for CHF grants funds:

- Cities
- Counties
- Districts meeting the definition of "Districts" (See Section II. Definitions)
- Local Agencies formed for park purposes pursuant to a joint powers agreement between two or more local entities
- Nonprofit organizations meeting the definition of "nonprofit organizations" (See Section II. Definitions)
- Federally recognized California Indian tribes (See Section II. Definitions)

Eligible Project Criteria

A product, facility, or project designed to preserve a historical resource that is listed, or formally determined eligible for listing, in the National Register or the California Register, or designated as a Historical Landmark or Point of Historical Interest.

Program Deadlines

Please note that there are two grant funding cycles with two different grant submittal deadlines to allow eligible entities time to comply with preservation Project eligibility criteria. Applicants may contact OHP staff to inquire about OHP registration programs. Please see Section IV. California Heritage Fund Grant Program, OHP Staff Contacts.

Please note that Applications that do not receive grant funding from the first funding cycle may be considered for the second funding cycle if the Applicant sends a letter to the Grants Manager requesting that the Application be considered for the second funding cycle. The letter shall include information regarding any changes to Project Scope, Budget Cost Estimate, or any change to the original Application. The letter and additional information shall be received by 5:00 p.m. of the second cycle Application due date. Postmarks will not be accepted.

Funds not encumbered by July 1, 2004 must be withdrawn from the Project.

First Cycle Deadlines:

March 1, 2002	First cycle DEADLINE for Applicant to submit a grant Application to OHP. The Grants Manager must receive applications by 5:00 p.m. Postmarks will not be accepted.
May 2002	OHP awards Grants.
July 1, 2004	Grantee must have a fully executed Contract with OHP.
March 1, 2009	DEADLINE FOR FULL COMPLETION OF ALL PROJECTS. All paperwork shall be submitted to OHP by this date.

Second Cycle Deadlines:

August 2, 2002	Second cycle DEADLINE for Applicant to submit a grant Application to OHP. The Grants Manager must receive applications by 5:00 p.m. Postmarks will not be accepted.
November 2002	OHP awards Grants.
July 1, 2004	Grantee must have a fully-executed Contract with OHP.
March 1, 2009	DEADLINE FOR FULL COMPLETION OF ALL PROJECTS. All paperwork shall be submitted to OHP by this date.

Selection Process

Grant Applications will be evaluated and ranked by OHP staff and the SHPO. OHP's staff selections will be presented to the Commission for the confirmation of awardees. After confirmation by the Commission, OHP will notify all awardees by mail.

OHP Staff Contacts

Grants Manager Description

A Grants Manager is an employee of OHP, who is assigned to act as a program liaison with Applicants, Grantees and OHP.

Direct grant program inquiries, correspondence, Applications, Contracts, and payment requests to:

Paula Jow, Grants Manager
Office of Historic Preservation
1416 9th Street, Room 1442-7
P.O. Box 942896
Sacramento, CA 94296-0001
(916) 651-6956 telephone
(916) 653-9824 fax
E-mail: pjow@ohp.parks.ca.gov

Program Architect

For assistance with architectural services, such as assistance with complying with the Secretary's Standards, identification of restoration materials, sources for materials, contractors, and general guidance, contact OHP Restoration Architect after the Contract is fully executed.

(The position above is presently vacant. Please contact the Grants Manager for updated information about Program Architect.)

Registration Programs Staff

For information about preservation program registration required for project eligibility and how to apply for the National Register, California Register, California Historical Landmarks or California Points of Historical Interest programs, please see the Internet address http://ohp.parks.ca.gov or contact the following OHP program coordinators:

Cynthia Howse, Staff Historian	(916) 653-9054	chows@ohp.parks.ca.gov
Marlyn Lortie, Staff Historian	(916) 653-8911	mlort@ohp.parks.ca.gov
Marie Nelson, Staff Historian	(916) 653-9514	mnels@ohp.parks.ca.gov

Project Review Unit Staff - Section 106 Compliance

Please contact the OHP Supervisor of the Project Review Unit for assistance with a Project having Federal ownership, using Federal match funds, or involving Federal licensing:

Hans Kreutzberg, Supervisor, Project Review Unit
(916) 653-9107 hkreu@ohp.parks.ca.gov

Local Government and Information Unit - Section 106 Compliance

Please contact the OHP Supervisor of the Local Government and Information Unit for Section 106 assistance with a Project having Housing and Urban Development (HUD) funding for grant-assisted projects and programs.

Lucinda Woodward, Supervisor, Local Government and Information Unit
(916) 653-9116 lwood@ohp.parks.ca.gov

Types of Projects

CHF Grant funds may be spent on the following types of historical resource preservation projects:

- Acquisition
- Development, including Rehabilitation and Restoration
- Interpretation

Project Information

Acquisition Projects

Project Examples

- Acquisition of open space areas of a significant and qualified archeological resource.
- Acquisition of historic sites or structures.
- Acquisition may include developed or underdeveloped parcels, fee title, less than fee title, such as easements, rights of way, or any interest sufficient to accomplish Project goals.

An Applicant considering implementing Acquisition Projects should immediately contact the Grants Manager to discuss the proposed Project.

Priority Considerations

- Consideration will be given to the preservation urgency of the proposed historical resource Project relative to other proposed Acquisition Projects, the historical or archeological significance of the Project; and the extent to which the Project furthers CHF Project Selection Criteria and program objectives providing stewardship, preservation of historical resources, public benefits and services.

Development Projects

Project Examples
- Rehabilitation
- Restoration

CHF excludes funding of privately owned residential and commercial properties. Eligible applicants may apply for grant funding for specific public spaces in a religious property, privately owned residential property or, on a case by case basis, a commercial property, providing that all eligibility criteria are met.

Priority Considerations
- Consideration will be given to the preservation urgency of the proposed historical resource Project relative to other proposed Development Projects; the historical significance of the Project; and the extent to which the Project furthers CHF Project Selection Criteria and program objectives providing stewardship, preservation of historical resources, public benefits and services.

Reconstruction Projects are not eligible.

Interpretation Projects

Project Examples (Historical and Archeological)
- Interpretive brochures
- Interpretive panels
- Interpretive exhibits
- Interpretive audio program
- Interpretive audio-visual program
- Interpretive video program
- Interpretive website

Priority Considerations
- Consideration will be given to the preservation urgency of the proposed historical resource Project relative to other proposed Interpretation Projects; the historical or archeological significance of the Project; and the extent to which the Project furthers CHF Project Selection Criteria and program objectives providing stewardship, preservation of historical resources, public benefits and services.

Funding Amounts

Amount of Funds Available:

$8,506,000 ($4,000,000 in first cycle and $4,506,000 in second year cycle)

Please note that any funds not awarded in the first cycle will be made available to the second cycle.

Minimum Grant Award:

$10,000, for a $20,000 Project

Maximum Grant Award:

A grant made pursuant to the CHF may not exceed the lesser of one million dollars ($1,000,000) or 50 percent of the total cost of the Project.

Maximum Grant Award Examples:

Total Project cost: $200,000	Maximum OHP grant award: $100,000
Total Project cost: $1,000,000	Maximum OHP grant award: $500,000
Total Project cost: $1,600,000	Maximum OHP grant award: $800,000
Total Project cost: $2,500,000	Maximum OHP grant award: $1,000,000

Matching Funds

Applicant must provide Match funding for at least 50% of the total Project cost. Applicant's Match and OHP's Grant award shall be equivalent on a dollar for dollar basis. (Applicant's Force Account and In-Kind resources may be used as Match funding only for Development and Interpretation Projects.)

Types of Applicant Match Funds

Applicant's Match can come from Local, State (with restrictions*), Federal, private funds, Force Account and In-Kind resources.

** Awards from other Park Bond Act of 2000 competitive grant programs may not be eligible. Other State funds may be eligible as Match. Please contact the OHP Grants Manager for information regarding State funds eligible as match.*

Match Example

The following example illustrates distributions for Matching Funds:

- Total Project amount = $100,000
- OHP grant award = $50,000
- Applicant match (Applicant's funding resources) = $50,000

Match Components

The following table describes the sources of Match Funds from Applicant that include Local, State (with restrictions*), Federal, and private funds, Force Account and In-Kind resources.

APPLICANT MATCH FUNDS	
Acquisition Projects	**Development Projects**
Local, State (with restrictions*), Federal, and Private Funds	Local, State (with restrictions*), Federal, Private Funds, and Applicant's Force Account and In-Kind resources.
Examples: • Funds from local government agencies • State (with restrictions*) funds • Federal funds • Money from private sources • Any combination of the above **Match for Acquisition grants shall be matched *only* by money.**	Examples: • Applicant funds • Applicant's employee labor incurred on Project during Project performance period • Funds or assets transferred to Project from local government agencies • State (with restrictions*) funds • Federal funds • Private cash • Revenues from real property gifts or land donations • Equipment and consumable supplies • Volunteer services • Free or reduced-cost of land, facilities, or equipment • Bequests and earnings from wills, estates, trusts • Any combination of the above
***Money awards from other Park Bond Act of 2000 competitive grant programs may not be eligible as Match.**	

APPLICANT MATCH FUNDS
Interpretation Projects
Local, State (with restrictions*), Federal, Private Funds, and Applicant's Force Account and In-Kind resources.
Examples: • Applicant funds • Applicant's employee labor incurred on Project during Project performance period • Funds or assets transferred to project from local government agencies • State (with restrictions*) funds • Federal funds • Private funds • Equipment and consumable supplies • Volunteer services • Bequests and earnings from wills, estates, trusts • Any combination of the above
***Money awards from other Park Bond Act of 2000 competitive grant programs may not be eligible as Match.**

Match Certification

Applicant shall certify to OHP the source and amount of Match funding available at the time of application submittal for the entire Project Performance Period. The Match certification information shall be submitted on the Match Certification Form (Please see Appendix F). Payment requests submitted during the Project Performance Period must give detailed information showing the sources of Match funding as they were listed on the Match Certification Form. Any deviation from match as listed, may result in a loss of funding from OHP.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5079.1 (g), 5079.10, 5079.41, 5096.310 (e), 5096.335, 358, Public Resources Code.

V. CHF GRANT PROGRAM REQUIREMENTS AND IMPORTANT POINTS

Applicants should review the following requirements and important points when applying for and managing CHF grant funds:

Funding

1. Grant funds are not available for expenditure until they are appropriated in the State budget (July 26, 2001).

2. OHP reserves the right to determine the total amount of the Grant award.

3. OHP, Grantee, Property Owner, and Mortgage Lender shall execute a Contract within three years from the Appropriation date.

4. No funds shall be disbursed until there is a fully executed Contract between OHP, Grantee, Property Owner, and Mortgage Lender and such Contract is recorded with the county recorder where the Property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United States of America.

5. After OHP has signed and fully executed the Contract with Grantee, Property Owner, and Mortgage Lender, Grantee may spend up to 20% of Grant amount for non-construction costs such as plans, specifications, acquisition documents, and administrative costs directly related to the Project. CEQA and NEPA compliance are eligible Project costs. The Applicant shall comply with CEQA and, or, NEPA prior to the release of OHP Grant funds. A payment request may be submitted for completed CEQA and, or, NEPA compliance or any combination of non-construction costs up to 20% of grant amount.

6. Grantee shall complete the Project and submit all documentation within eight years from the Appropriation date. After completion of the Project, Grantee shall return to OHP the amount of the CHF grant funds that exceed the eligible Project costs.

7. All grant funds that have not been expended by Grantee shall revert to OHP and be available for redistribution to the next highest ranked Grant Application.

CEQA Compliance

1. All Project applications shall contain certification in the authorizing resolution (see Section IX.) that Applicant shall start the CEQA compliance process, if applicable, within 60 days after the Contract has been fully executed. The Grantee shall comply with CEQA prior to the release of OHP Grant funds. Please see http://ceres.ca.gov/ceqa/ for the most recent requirements.

2. All Projects shall meet the Secretary's Standards and shall comply with CEQA, if applicable. The Grantee should check with the city or county planning department in which the Property is located to determine if, or what, CEQA compliance is required for the proposed Project. It is anticipated that no significant impacts to the environment will occur through the implementation of the Project as there are a number of categorical exemptions from CEQA that may apply to the Project (Please see Title 14 California Code of Regulations Sections 15301, 15316, and 15331).

Section 106 and NEPA Compliance

1. For Projects with Federal ownership, using Federal funds, or having Federal licensing, OHP review is required for compliance under Section 106 and NEPA. Section 106 responsibilities are Federal requirements independent of the CHF Grants Program review. Please contact the OHP Supervisors of Project Review and Local Government Units for assistance with compliance with Section 106 and NEPA. Applications for Projects as listed, shall contain evidence of compliance with Section 106 and NEPA.

2. Projects will be subject to both CEQA, if applicable, and NEPA when Projects have Federal ownership, use Federal funds, or has Federal licensing. Coordination should occur to prevent duplication of effort. Please see Title 14 California Code of Regulations Sections 15220-15226 for guidance when both CEQA and NEPA apply.

Acquisition and Development Projects

1. OHP shall review and approve Grantee's Acquisition and/or Development documents before acquisition and/or construction occurs for an Acquisition or Development Project.

Acquisition Projects

1. An Applicant considering implementing Acquisition Projects should immediately contact the Grants Manager to discuss the proposed Project.

2. All real property shall be acquired in compliance with current laws governing relocation and acquisition of real property.

3. Applicant shall submit to OHP with the Application:
   1) An appraisal of the Property that has been completed by an independent appraiser, according to the specifications listed in Appendix A.
   2) Information about the jeopardy of the Property if the Property is not acquired.
   3) Information about whether there are active proposals by others to acquire or use the Property.
   4) For Archeological Acquisition Projects:
   Provide written support document(s) showing evidence of consultation with local Native American group, or any other appropriate groups.

Development Projects

1. For Development Projects, Applicant shall own, have ~~a~~ leasehold, or other long-term interest that provides adequate control over the Property with Property Owner and Mortgage Lender for the Property to be improved with Grant funds from the Bond Act of 2000. A long-term interest in the Property includes, but is not limited to, an easement, a joint powers agreement, or a cooperating agreement. If an Applicant does not have fee title to the Property, Applicant shall demonstrate to the satisfaction of OHP that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by Applicant. Applicant shall certify to OHP that there is ownership of or other long-term interest in the Property to be improved. (Please see Section IX. Sample Resolution.)

2. Applicant shall have Projects involving ground disturbance evaluated for potential archeological resources and allow OHP's review of measures to protect resources, before any work begins.

3. Grantee shall comply with all applicable laws and regulations effecting Development Projects, including, but not limited to, all legal requirements for construction contracts, Prevailing Wage, building codes, health and safety codes, and disabled access laws. The Grantee shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995, and/or The Secretary of the Interior's Standards for Archeology and Historic Preservation. All architectural/engineering plans, construction developments, and archeological Projects shall be completed in accordance with applicable Secretary's Standards and the California Historic Building Code as appropriate.

4. Development Projects shall provide access to disabled persons in accordance with applicable Federal and State statues and the California Historical Building Code. Contact the Division of the State Architect, Access Compliance Unit, 1130 K Street, Suite 101, Sacramento, CA 95814, or (916) 445-8100 for disabled accessible design information. For additional access information regarding qualified historical properties, please contact the OHP Architect or contact the Executive Secretary for State Historical Building and Safety Board at (916) 445-7627.

5. All documents, such as architectural plans, and actual work on historic buildings and structures shall comply with all applicable Federal and State codes, regulations, and procedures for providing accessibility for people with disabilities.

6. Upon completion and acceptance by Grantee of any and all construction work related to a Project, Grantee shall file with the county recorder in the county where the Property is located, a Notice of Completion and Acceptance of Work. The Notice of Completion and Acceptance of Work may be in any format and shall be included in the Project Completion Packet submitted to OHP by Grantee.

Interpretation Projects

1. For Interpretation Projects, Applicant shall own, have leasehold, or other long-term interest that provides adequate control over the Property with Property Owner and Mortgage Lender for the Property to be improved with Grant funds from the Bond Act of 2000. A long-term interest in the Property includes, but is not limited to, an easement, a joint powers agreement, or a cooperating agreement. If an Applicant does not have fee title to the Property, Applicant shall demonstrate to the satisfaction of OHP that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by Applicant. Applicant shall certify to OHP that there is ownership of or other long-term interest in the Property to be improved. (Please see Section IX. Sample Resolution.)

Site Inspections

1. OHP may conduct an initial site inspection before a Contract is fully executed, periodic site visits to determine if the work performed continues to be in accordance with the approved Project Scope, and a final site inspection of the completed Project before processing the final payment.

Project Reporting

1. Grantee shall submit to OHP quarterly progress reports, including photographs of Project in progress, on the following scheduled dates: January 1, April 1, July 1, and October 1, until the Project is completed. Requests for payment will not be honored unless progress reports are on file at OHP. Quarterly progress report non-compliance may result in loss of Grant funds.

2. Grantee shall document Project costs as the Project proceeds. Upon completion of the Project and before the end of the Project Performance Period Grantee shall submit to OHP, a Final Project Report, including Project completion photographs. Please see Appendix K. Project Final Report. The final billing request shall be submitted along with support material for final payment. All grant-funded Projects are <u>subject to a final audit</u> after completion. Please see Section XII. State Audit.

Payments

1. All incurred costs shall be accompanied by backup documentation for <u>all-costs</u> -- <u>including grant and matching share costs</u>.

Project Sign

1. All Projects funded by the Park Bond Act of 2000 shall include a sign acknowledging the source of funds pursuant to the guidelines developed by the Resources Agency. Please see Appendices M and N. Please consult the Grants Manager regarding acknowledgement of grant funds for Interpretation Projects.

Public Benefits, Access, and Support

1. Applicants shall demonstrate in the Project Scope of the Project Application form how the proposed Grant Project will benefit the public and the public support for the proposed Project.

2. Grantee shall provide for public access to completed Projects in accordance with the intent and provisions of the enabling legislation and/or CHF Grant Program. Archeological Projects may be excluded from this requirement.

Covenant Requirements

1. No Grant may be made from the CHF under the Park Bond Act of 2000 unless the Grantee has agreed to assume the total cost of the continued maintenance, repair, and administration of the Property in a manner satisfactory to OHP via a Covenant, as specified in the Contract. The Contract shall be recorded with the county recorder in the county where the Property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United States of America. A Covenant has been instituted as a means to ensure compliance with the Park Bond Act of 2000.

   When properly monitored and enforced, the Covenant ensures the Property's protection from adverse changes and, in the event the Property is sold, the Contract which includes the Covenant is recorded with the deed and passes these requirements along to the any subsequent owner. For the Covenant requirement, please see Appendix O.

Alterations to Grant-Funded Property

1. Grantee must obtain prior approval from OHP for any alterations to, or ownership changes of the grant-funded Property during the Covenant or Preservation Agreement period.

Note: Authority cited: Section 5024.6, Public Resources Code.
References: Section 5079.10, Public Resources Code.

VI. GRANT PROCESS

The following chart identifies the responsible entity and tasks necessary to receive and complete a CHF grant.

RESPONSIBLE ENTITY	TASK
OHP	Announces Application deadlines: First cycle: March 1, 2002 and Second cycle: August 2, 2002.
Applicant	Does the following: • Determines eligibility. • Determines the type of Project and personnel needed to complete Project. • Determines the amount of funds needed for the Project.
Applicant	Prepares and submits an Application (per Project), including authorizing resolution signed by legal representative, documentation of Match Funds. (See Appendix F - Match Certification Form), and supportive documents (Please see Section VIII., and reverse side of Application form) by application deadlines.
OHP	Evaluates all Applications based on eligibility and selection criteria.
OHP	Selects Applications for funding.
OHP	Notifies Commission of grant award selection for concurrence. Notifies Applicants by mail of grant awards.
OHP	Sends 5 copies of the Contract to successful Grantee.
Grantee	Returns 5 copies of the signed copy of the Contract to OHP. Grantee records Contract with the county recorder where the property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United States of America.
OHP	Returns a fully executed Contract to the Grantee by July 1, 2004.
Grantee	Within 60 days after full execution of the Contract, Grantee shall start the CEQA and, or, NEPA compliance process, if applicable. Grantee shall complete and comply with CEQA and, or, NEPA, if applicable, prior to the release of OHP grant funds.
Grantee	Commences work on Project, and may submit payment request up to 80% of the grant amount. (Up to 20% for Non-Construction Costs: funds to prepare Acquisition documents, design drawings for Development projects, then up to 60% for Project costs.) CEQA and NEPA are eligible non-construction costs. Submits Quarterly Project Reports. Project progress photographs.
OHP	Does the following: • Monitors progress of Project. • Issues payments. • Provides technical assistance to the Grantee. • Makes progress inspections.
Grantee	Completes Project by March 1, 2009, submits final report, final project photographs, and Project Completion Packet with supporting documents to OHP, including Notice of Completion and Acceptance of Work. Installs Park Bond Act of 2000 Project sign acknowledging the source of funds, if applicable. Please see Appendix M for Project Sign Guidelines. Please consult Grants Manager regarding acknowledgement of grant funds for Interpretation Projects.
OHP	Does the following: • Checks final documentation for completeness and accuracy • Makes final 20% payment. (Development and Interpretation Projects.)
Grantee	Submits documents for audit. Grantee retains all Project records, See Section XII. State Audit.

Note: Authority cited: Section 5024.6, Public Resources Code. References: Section 5079.10, Public Resources Code.

VII. GRANT APPLICATION AND SELECTION PROCESS

Number of Copies to Submit

The Applicant shall submit to OHP (3) three copies of a Grant Application for each Project. There is no limit on how many Project Applications may be submitted by an Applicant.

Grant Application

The Grant Application shall consist of the following items:

1. Complete Project Application Form signed by the person authorized in the Authorizing Resolution.

2. Authorizing Resolution from the Applicant's governing body.

3. Historical and archeological documentation necessary for adequate evaluation of potential impacts to the historical resource.

4. To understand the proposed Project significance and context, please include a description of the quality and variety of historical and archeological resources within the proposed Project.

5. Detailed descriptive analysis of how the Secretary's Standards shall be applied.

6. A one-page summary of Project and a detailed descriptive Project Scope of the preservation Project, including response to Selection Criteria (not to exceed 5 pages).

7. A city or county street map showing the Project location with sufficient details to find the site.

8. Photographs of proposed Project and Project site with descriptions. For a historical resource that is a building, recognition and protection of the building's character-defining features is essential. For this reason, submit detailed exterior views showing all elevations as well as streetscape setting, if applicable. Additionally, submit detailed interior views clearly showing existing conditions including loss of features. Photographs should be numbered, dated and labeled with the property name, the view (e.g., east elevation), and a brief description of what is shown. Photographs should be keyed to the Project Application narrative, drawings, or map, where appropriate. Please do not submit Polaroid photographs or digital images. Color photographs accepted.

9. Project budget cost estimates - a detailed estimate of all Project costs. (See Section X. Project Budget Cost Estimates)

10. Certification of Project Conformance form(s): Acquisition, Historic Development, or Interpretation Project. (See Appendices C, D, and, or, E)

    Please provide written support document(s) showing evidence of consultation with local Native American group, or any other appropriate groups, if applicable. (See Appendix C: Acquisition Project and Appendix E: Interpretation Project)

11. Provide Match Certification Form indicating the amount, type and source of funds provided by Grantee. (See Appendix F)

12. Copies of deed, all permits, leases, agreements, comments from other reviewing agencies affecting Project lands, or the operation and maintenance of Project resources.

13. Appraisal report and supporting documents. (See Appendix A) (Acquisition Project)

14. Acquisition Schedule. (See Appendix B) (Acquisition Project)

15. Provide information about the jeopardy/threat of the Property if the Property is not acquired. (Acquisition Project)

16. Discuss whether there are active proposals by others to acquire or use the Property. (Acquisition Project)

17. Provide a brief description of the physical appearance of the historical resource. (This description is not a full Historic Structure Report.) (Maximum 2 pages.) Provide information about the major components of the building, with emphasis on character-defining features on both the exterior and the interior. Describe the building in its present condition (before rehabilitation), not as it was when first built nor as it will be after rehabilitation or restoration. Fully describe any changes that have been made to the building since its original construction. Provide date of construction, if available, or indicate the approximate date. Give the source of the date. State the approximate dates of alteration, and check whether or not the building has been moved. Provide comprehensive photographs as outlined above, as well as copies of historic photographs of the historical resource, if available. (Development and Interpretation Projects)

18. Evidence of adequate land tenure (deed, lease, joint powers agreement, cooperating agreement, etc.) (Development and Interpretation Projects)

19. Sketches or drawings adequate to convey the purpose of the proposed Project, and to illustrate whatever alterations are proposed. If sketches or drawings are not available with application submittal, Applicant shall briefly provide reasons therefore. (Development and Interpretation Projects)

20. Prevailing wage rate assurance (Development Project)

21. Articles of Incorporation, if Nonprofit Organization Applicant. Applicant ensures that the principal charitable purpose of the organization is the preservation of historic resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities.

22. Payee Data Record, if Nonprofit Organization Applicant. (See Appendix G)

Project Proposal Analysis

Applicant should thoroughly read the Grant Application and Procedural Guide, and especially review the CHF Program and Application Requirements and Selection Criteria before preparing the Project Application and Scope.

The Requirements and Selection Criteria provide a guide to Project design, administration and the writing of the Project Scope. An Applicant shall discuss in the Project Scope how the proposed Project supports the (6) California Heritage Fund Project Selection Criteria listed in the following subsection.

If an Applicant believes that a particular criterion is not applicable to the Applicant's proposed Project, Applicant shall briefly provide reasons therefore.

The CHF provides public funding to acquire, preserve and interpret registered historical and archeological resources throughout California. The proposal should provide justification for Applicant's proposed preservation Project and describe what public benefits will be obtained if the Project is funded. The proposal should document the Project participants' experience and qualifications in all areas of historic preservation activity to ensure successful completion of the Project.

The Project Scope should be produced in 12-point font, double line-spaced, and no longer than 5 single-sided pages in length. In addition to the Project Scope, please include a one-page summary outline of the Project and the Project goals. The Project Scope and Summary outline of the Project should not exceed 6 pages.

Applications shall be read and ranked on a numerical scale based on responses to Project Scope, Selection Criteria, and fulfillment of Program goals in comparison to all eligible Applications and the thoroughness of the Grant Application.

Application Evaluation and Selection Criteria

The following Evaluation and Selection Criteria shall be used by OHP to evaluate and rank Applications:

California Heritage Fund Project Selection Criteria - 30 points, each criterion has a maximum score of 5 points.

1. The Project is representative of the concerns and needs of a broad range of constituencies or an underrepresented constituency.

2. The proposal considers aspects of the broad political, social, and economic issues of the present and their implications for the future preservation of historical resources.

3. The Project effectively links historical resources preservation issues and concerns with other public policy areas.

4. The Project strengthens and fosters the role of local communities in historical resources preservation issues.

5. The Project supports and enhances the capacity of public planning processes to accommodate historical resources preservation issues and concerns.

6. The Project enhances the historic preservation program of Certified Local Governments, as defined in subdivision (b) of Section 5020.1, Public Resources Code, and is consistent with the support of the Office for Certified Local Government programs.

Reference: Section 5079.28, Public Resources Code.

Project and Technical Merit Criteria - 60 points, each criterion has a maximum of 10 points.

1. Applicant demonstrates the need for Project funding. (Consideration will be given to the preservation urgency of the proposed historical resource Project relative to other proposed Projects, the historical, or archeological significance of the Project and the extent to which the Project furthers program objectives providing stewardship, preservation of historical resources public benefits and services.)

2. Applicant and its Project participants demonstrate experience and qualifications in all areas of historic preservation activity to successfully complete the Project.

3. Applicant demonstrates ability and commitment to establish an effective organization and a process that is structurally and functionally responsive to the successful administration and completion of the Project as well as the on-going operation of the grant-funded product.

4. Applicant presents a reasonable schedule and time frame to undertake the Project.

5. Applicant provides a complete Project budget with analysis of cost information for the work to be accomplished compared to the costs proposed by other Applicants.

6. Applicant presents a reasonable approach to obtaining the goals and objectives of the Project through creative, well-rounded approaches.

Total Points - 90 points

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Sections 5079.10, 5079.28, Public Resources Code.

VIII. PROJECT APPLICATION FORM

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5079.10, Public Resources Code.

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OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

Important Points (Reverse side)

CALIFORNIA HERITAGE FUND GRANT PROGRAM - PROJECT APPLICATION

PROJECT NAME HISTORICAL DESIGNATION LISTING AND NUMBER:	Amount of Grant Request $ _____ Amount of Matching Funds $ _____ Estimated Total Project Cost $ _____ Source of Matching Funds _____
APPLICANT NAME (Agency and address-including zip code)	COUNTY / NEAREST CITY PROJECT ADDRESS NEAREST CROSS STREET SENATE DISTRICT NO. / ASSEMBLY DISTRICT NO.

Applicant's Representative Authorized in Resolution

_____ _____ _____
Name (type) Title Phone

Person with day-to-day responsibility for Project (if different from authorized representative)

_____ _____ _____
Name (type) Title Phone

Brief description of Project: (Public support and Project description)

For Dev. Projects Land Tenure Project is: _____ acres	For Acquisition Projects Projects will be _____ acres
_____ Acres owned in fee simple by Grant Applicant	_____ Acquired in fee simple by Grant Applicant
_____ Acres available under a _____ year lease	_____ Acquired in other than fee simple (explain) _____
_____ Acres other interest (explain) _____	_____
_____	_____

I certify that the information contained in this Project Application form, including required attachments, is accurate.

Signed _____ Date _____
Applicant's Authorized Representative as shown in Resolution

PROJECT APPLICATION REQUIREMENTS
(Reverse side of Project Application Form)

All CHF Grant Program Guideline requirements shall be met and a fully executed Contract signed before any funds may be disbursed. An audit may be performed before or after final payment.

An Application for grant funds consists of three copies each of the following:

1. Complete Project Application Form signed by the person authorized in the Authorizing Resolution.

2. Authorizing Resolution from the Applicant's governing body.

3. Historical and archeological documentation necessary for adequate evaluation of potential impacts to the historic resource.

4. To understand the proposed Project significance and context, please include a description of the quality and variety of historical and archeological resources within the proposed Project.

5. Detailed descriptive analysis of how the Secretary's Standards shall be applied.

6. A one-page summary of the Project, and a detailed descriptive Project Scope of the preservation Project, including response to Selection Criteria (not to exceed 5 pages).

7. A city or county street map showing the Project location with sufficient details to find the site.

8. Photographs of proposed Project and Project site with descriptions. For a historical resource that is a building, recognition and protection of the building's character-defining features is essential. For this reason, submit detailed exterior views showing all elevations as well as streetscape setting, if applicable. Additionally, submit detailed interior views clearly showing existing conditions including loss of features. Photographs should be numbered, dated and labeled with the property name, the view (e.g., east elevation), and a brief description of what is shown. Photographs should be keyed to the Project Application narrative, drawings, or map, where appropriate. Please do not submit Polaroid photographs or digital images. Color photographs accepted.

9. Project budget cost estimates - a detailed estimate of all Project costs. (See Section X. Project Budget Cost Estimates)

10. Certification of Project Conformance form(s): Acquisition, Historic Development, or Interpretation Project. (See Appendices C, D, and, or, E) Please provide written support document(s) showing evidence of consultation with local Native American group, or any other appropriate groups, if applicable. (See Appendix C: Acquisition Project and Appendix E: Interpretation Project)

11. Provide Match certification statement indicating the amount, type and source of funds provided by Grantee. (See Appendix F.)

12. Copies of deed, all permits, leases, agreements, etc., affecting Project lands or resources or the operation and maintenance thereof.

13. Appraisal report and supporting documents. (See Appendix A) (Acquisition Project)

14. Acquisition Schedule. (See Appendix B) (Acquisition Project)

15. Provide information about the jeopardy of the Property if the Property is not acquired. (Acquisition Project)

16. Discuss whether there are active proposals by others to acquire or use the Property. (Acquisition Project)

17. Provide a brief description of physical appearance of the historical resource. (This description is not a full Historic Structure Report.) (Maximum 2 pages.) Provide information about the major components of the building, with emphasis on character-defining features on both the exterior and the interior. Describe the building in its present condition (before rehabilitation), not as it was when first built nor as it will be after rehabilitation or restoration. Fully describe any changes that have been made to the building since its original construction. Provide date of construction, if available, or indicate the approximate date. Give the source of the date. State the approximate dates of alteration, and check whether or not the building has been moved. Provide comprehensive photographs as outlined above, as well as copies of historic photographs of the historical resource, if available. (Development and Interpretation Projects)

18. Evidence of adequate land tenure (deed, lease, joint powers agreement, cooperating agreement, etc.) (Development and Interpretation Projects)

19. Sketches or drawings adequate to convey the purpose of the proposed Project, and to illustrate whatever alterations are proposed. If sketches or drawings are not available with application submittal, Applicant shall briefly provide reasons therefore. (Development and Interpretation Projects)

20. Prevailing wage rate assurance. (Development Project)

21. Articles of Incorporation, if Nonprofit Organization Applicant. Applicant ensures that the principal charitable purpose of the organization is the preservation of historic resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities.

22. Payee Data Record, if Nonprofit Organization Applicant. (See Appendix G)

IX. AUTHORIZING RESOLUTION

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5070.10, Public Resources Code.

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Resolution No: _____

RESOLUTION OF THE (Title of Governing Body of the Applicant)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA HERITAGE FUND GRANTS PROGRAM UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND COASTAL PROTECTION BOND ACT OF 2000

_____

(APPLICANT)

_____

(PROJECT)

WHEREAS, the Legislature and Governor of the State of California have approved grant funds for the California Heritage Fund; and

WHEREAS, the **Office of Historic Preservation** has been delegated the responsibility for the administration of the grants program, setting up necessary procedures; and

WHEREAS, said procedures established by the **Office of Historic Preservation** require the Applicant to certify by resolution the approval of application(s) before submission of said application(s) to the **Office of Historic Preservation**; and

WHEREAS, the Applicant will enter into a contract with the **Office of Historic Preservation** for subject Project(s);

NOW, THEREFORE, BE IT RESOLVED that the _____
(GOVERNING BODY)

1. Approves the filing of an Application for assistance for the above project(s) to be funded from the **Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000/California Heritage Fund**; and

2. Certifies that Applicant understands the assurances and certification in the Application form; and

3. Certifies that all archeological investigations, studies, and reports used as the basis for work on this grant-funded Property, as well as interpretation and mitigation, will be professionally prepared and approved by a qualified archeologist for conformance with The Secretary of the Interior's Standards for Archeology and Historic Preservation. Where appropriate, demonstrate consultation with the local Native Americans, or other appropriate groups.

4. Certifies that for Development and Interpretation Projects, Applicant has adequate control (ownership, leasehold, easement, joint powers or cooperating agreement, or other long-term interest in the Property at the commencement, during, and after the completion of the Project, in accordance with Covenant requirements; and

5. Certifies that all architectural plans and specifications used as the basis for construction work on this grant-funded Property will be prepared and approved by a professionally qualified restoration architect and/or engineer for conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the California Historic Building Code; and

6. Certifies that Applicant has or will have sufficient funds to operate and maintain the Project; and

7. Certifies that Applicant shall start the CEQA and, or, NEPA compliance process, if applicable, within 60 days after full execution of the Contract and shall complete and comply with CEQA and, or, NEPA, if applicable, prior to the release of grant funds from the **Office of Historic Preservation**; and

8. Certifies that Applicant has reviewed and understands the General Provisions contained in the Project Contract shown in the Procedural Guide; and

9. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned Project.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by (Governing Body) following a roll call vote:

Ayes

Noes

Absent

_____ _____

(Clerk) (Date)

X. PROJECT BUDGET COST ESTIMATES, see next page.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5079.10, Public Resources Code.

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Office of Historic Preservation
Department of Parks and Recreation
State of California - The Resources Agency

PROJECT BUDGET COST ESTIMATES
CALIFORNIA HERITAGE FUND GRANT PROGRAM

PROJECT NAME _____ **PROPOSED PROJECT COST** _____

BUDGET ITEM	GRANT FUNDS	MATCH FUNDS		TOTAL
		Cash Expenditures	Non-Cash Expenditures	
NON-CONSTRUCTION COSTS				
PERSONNEL OR EMPLOYEE SERVICES COSTS				
• Salaried Personnel				
• Volunteers				
CONSULTANT SERVICES CONTRACTS				
CONSTRUCTION COSTS				
CONSTRUCTION EQUIPMENT COSTS				
CONSTRUCTION SUPPLIES/MATERIALS COSTS				
FIXED EQUIPMENT COSTS				
ACQUISITION COSTS				
RELOCATION COSTS				
MISCELLANEOUS COSTS				
TOTAL COSTS				

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XI. PROJECT ADMINISTRATION

Incurred Costs

Grantee may incur costs against the grant only after July 1, 2001, and after the OHP receives the fully executed Contract and such Contract is recorded with the county recorder where the Property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United States of America.

Non-Construction Costs

After OHP has a fully executed Contract with Grantee, Property Owner, and Mortgage Lender, Grantee may submit a payment request for up to 20% of grant amount for non-construction costs such as acquisition documents, design drawings, plans, specifications, and administrative costs directly related to the Project.

CEQA and NEPA compliance are eligible non-construction costs and shall be completed by the Grantee after a Grant Contract has been fully executed and prior to the release of OHP grant funds. Please note that mitigation measures not related to historical and cultural resources impacts are ineligible costs.

Please note that total non-construction costs shall not exceed the 20% maximum of grant amount allowed for this eligible cost category.

Loss of Funding

The following may result in a loss of the funding allocation to Applicant:

- Applicant fails to execute a Contract for its allocated amount within three years from the date of appropriation.
- Applicant elects not to use its allocation.
- Grantee elects to withdraw from the grant program.
- Grantee fails to record Contract with the county recorder where the Property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United States of America.
- Changes to the approved Project Scope shall be approved by OHP. Non-approved changes may be cause for a loss of funding at the discretion of OHP.

In the event Grantee fails to submit or execute a Contract, elects not use Grant funds, or withdraws from the Grant program, the funds shall be awarded to the next highest-ranking Project.

Changes to Approved Project

Grantee shall submit proposed changes to the Project in writing to OHP for approval before any changes may be made. Requests for major changes in Project Scope or budget will be evaluated as to the effect the changes may have had in the Project's ranking in the competitive

grant award selection process and if the proposed changes meet the exact Project need as cited in the original Application.

Time Extensions

No time extensions shall be allowed under the CHF Grant Program.

Payment Process

The following table illustrates the grant fund payment process for Acquisition and Development Projects:

CATEGORY	ACQUISITION GRANT	DEVELOPMENT GRANT
Grant fund payment	• Grantee may request up to 20% of total Grant amount for acquisition documents and administrative costs. • Grantee may request up to 80% of the Grant amount, or 100% of the actual acquisition cost, whichever is less, after the property is in escrow. • The above Grant advance shall be <u>immediately</u> placed into escrow. • After completion of the Project, Grantee completes Project Completion procedures, see Page 37, and requests final payment.	• Grantee may request up to 20% of total Grant amount for non-construction costs for the Development Project • Grantee may request up to 60% of the total Grant or actual development cost either when construction has commenced, or after the construction contract is awarded. • After completion of the Project, Grantee completes Project Completion procedures, see Page 37, and requests up to a 20% final payment of actual Project cost, or remaining grant funds, whichever is less.

Receiving Payment

Grantees should allow from four to six weeks to receive payment after submitting a completed payment request form. (Please see Appendix I, Payment Request Form.)

Rounding Figures

All figures should be rounded to the nearest dollar. Example: $10.22 rounded to $10.00, or $10.60 rounded to $11.00.

Records Retention

Grantee shall retain all Project records for three years after the Project receives the final grant payment and for at least one year following an audit or final disposition of any disputed audit findings.

Accounting Requirements

Grantee shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.).
- Provides accounting data so the total cost of each individual Project can be readily determined.

Project Completion

Grantee shall complete Project, install Park Bond Act of 2000 Project Sign, if applicable, submit final report and Project completion photographs, by March 1, 2009. Grantee shall submit Project Completion Packet with supporting documents to Grants Manager. For Development Projects including the Notice of Completion and Acceptance of Work.

Eligible Costs

All costs shall be consistent with the authorizing legislation. Only Project-related costs incurred during the Project Performance Period will be eligible. The following is a description of partial eligible costs:

COST	EXPLANATION	EXAMPLES
Non-Construction Costs	• Costs incurred after a Contract has been fully executed. • Expenditures subject to 20% non-construction cost maximum.	• CEQA and NEPA Compliance • Permits • Construction plans • Appraisals • Acquisition documents, etc.
Personnel or Employee Services	• Must be computed on actual time spent on project. • Must not exceed Grantee's established rates for similar positions. • In-kind rates may be based on State of California pay scales. • Grantee shall adhere to Prevailing Wage laws. (Development)	• Wages • Vacation/sick leave • Social Security contributions • Overtime • Work performed by another section/department in agency
Consultant Services	• Costs paid to consultants necessary for the Project. • Consultants must be paid by the Grantee's customary method and rate.	• Costs paid to consultants necessary for the Project
Construction	• All necessary construction activities.	• Site preparation/grading • Construction Management • Inspection • Structural completion
Construction Equipment	• The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes. • Grantees may use the California Department of Transportation's equipment rental rates as a guide. • The Grantee shall prorate the value of the purchased equipment based on the hours of usage on the Project. • Charges to be made in accordance with Grantee's regular practices. • Grantee must describe the work performed, the hours used, related use to Project.	• Rental equipment • Purchased equipment (Grantee must credit purchased equipment's residual market value to Project costs on Project completion.)
Construction Supplies/Materials	• May be purchased for specific Project, or may be drawn from central stock, if claimed costs are no higher than those Grantee would pay. • When purchased with intention of structure or partial-structure construction, costs may be capitalized according to Grantee's average policy. • If capitalized, Grantee may only claim those costs reasonably attributable to Project.	• Materials such as concrete, wood, etc. • Supplies such as hammers, nails.
Fixed Equipment	• Equipment affixed permanently to Project facility and/or site.	• Affixed alarm system • Affixed sound system • Signs/interpretive aids
Relocation Costs	• Costs resulting in displacement of person/business. • The Grantee shall comply with current State Relocation Act requirements. (Government Code Chapter 16, Section 7260)	• See Chapter 16, Section 7260, State Government Code.
Acquisition Costs	• Costs to acquire real property.	• Purchase price/ appraisals • Title/escrow fees
Miscellaneous	• Other Project-related costs.	• Communications expenses • Insurance • Performance Bonds County Clerk-Recorder's fees

Ineligible Costs

The following is a non-exclusive list of ineligible costs:

- Computer equipment (hardware and software)
- Overhead costs
- Ceremonial expenses, including food and beverages
- Publicity expenses (except Project Signs)
- Bonus payments of any kind
- Charges in excess of the lowest bid, when competitive bidding is required, unless OHP agrees in advance to higher cost
- Deficit or overdraft charges
- Charges incurred contrary to the Grantee's policies and practices
- Damage judgments arising from facility acquisition, construction, or equipping, whether determined by judicial process, arbitration, negotiation, or other process
- Costs of discounts not taken
- Travel claimed when no work time was claimed for the same period
- Unapproved Contract cost overruns exceeding the allowable amount as per Contract specifications
- Surcharge payments where there is Federal participation
- Non-fixed or portable equipment costs
- Fund-raising, including grant application preparation
- Lobbying
- Lawsuits
- Mitigation measures not related to historical and cultural resources impacts.

Income Earned from Grant Funds

Any interest earned from grant funds shall be applied to the Project for Project costs.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5079.10, Public Resources Code.

XII. STATE AUDIT

Audit Purpose

All Projects are subject to standard audit reviews and procedures using the single audit process by the Department for three years following the final payment of grant funds. Grantees selected for audit shall be notified in writing at least 30 days in advance. The audit shall include all books, papers, accounts, documents, or other records of Grantee as they relate to the Project for which funds were granted.

Upon 30 days' written notice, the Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to OHP and the Department. Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. Grantee shall provide a copy of any document, paper, record, or the like requested by the OHP and the Department.

GRANTEE MUST KEEP ACCURATE RECORDS OF ALL EXPENDITURES TO AVOID AN UNFAVORABLE AUDIT.

Records Retention

Grantee shall retain all Project records for three years after the Project receives the final grant payment or Project termination and for at least one year following an audit or final disposition of any disputed audit findings.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section 5079.10, Public Resources Code.

APPENDIX A

Real Property Acquisition Projects
Procedural Guidelines for Real Estate Appraisers

Three copies of an appraisal report covering the certain real property submitted in the Grant Application to the Office of Historic Preservation (OHP), shall describe and contain the following: a complete appraisal, in a Self-Contained Appraisal Report Format to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) currently adopted by the Appraisal Standards Board of the Appraisal Foundation. In addition to the USPAP requirements, the appraisal report must also be in conformity with the Appraisal Specifications listed below, unless otherwise provided herein or directed in writing by OHP.

APPRAISAL SPECIFICATIONS for APPRAISAL REPORT

1. Title page with sufficient identification of appraisal project.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value, date of report, etc.
3. Table of contents.
4. Assumptions and Limiting Conditions.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedures, Section 1263.320.
7. Photographs of significant features, including the interior of residential units.
8. Copies of Assessor's plat maps with the subject parcels marked, and where practical, an assemblage of all Assessor's parcel numbers depicting the entire ownership.
9. The legal description of subject property.
10. For large, remote, or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Sale history of subject property.
12. Discussion of any current Agreement of Sale, option, or listing of subject.
13. Regional, area, and neighborhood analyses.
14. Market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area (or other areas of competition), and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
15. Discussion of subject land/site characteristics (size, topography, current use, zoning and land use issues, and restrictions, flood and earthquake information, toxic hazards, taxes and assessments, etc.).
16. Descriptions of subject improvements, including square footage, room counts for bedrooms and baths, physical age, type of construction, quality of construction, landscaping, etc.
17. Subject leasing and operating cost history.
18. Opinion of highest and best use of subject property, and reasoning in support of the opinion in the depth and detail required by its significance to appraisal. Such support typically requires a discussion of the four criteria or tests utilized to estimate the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use.

19. All approaches to market value applicable in the subject market. Explain and support property.
20. Map(s) showing all comparable properties in relation to subject property.
21. Photographs and plat maps of comparable properties.
22. In depth discussion of comparable properties, and direct comparisons to subject property.
23. Comparable data sheets. For sales, include significant information such as grantor/grantee, sale/recordation dates, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvement, and confirming source.
24. Discussion of construction cost methodology, data source used, costs included and excluded, depreciation methodology utilized, a discussion of accrued depreciation from all causes, and remaining economic life.
25. Copies of construction cost data including, section and pages of cost manual (date of estimate or date of publication of cost manual must be provided if not indicated on page), copies of cost estimate if provided from another source, and supporting calculations including worksheets or spreadsheets.
26. In part-take situations, a discussion of severance damage (or lack of it).
27. Effect of title exceptions on fair market value.
28. Implied dedication statement.
29. Reconciliation and final value estimate. Explain and support conclusions reached.
30. Discussion of any departures taken in the development of the appraisal.
31. Signed Certification.

The Real Estate Appraiser shall include a brief statement of qualifications with the appraisal.

OHP may utilize the services of the Real Estate Services Division of the Department of General Services to review and evaluate the appraisal report for accuracy, veracity, and fair market value.

APPENDIX B - SAMPLE ACQUISITION SCHEDULE

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost
1	25.20	12-85	102,000	4,500	10,000*	116,500
2	2.97	12-85	19,000	-	-	19,000
3	6.00	1-86	21,000	-	-	21,000
4	37.13	3-86	76,500	-	-	76,500
			Administration of relocation program			1,000
			Relocation			7,000
Total Acreage	71.30					
				TOTAL		241,000

*Explain proposed use or disposition of improvements.

APPENDIX C - CERTIFICATION OF PROJECT CONFORMANCE
ACQUISITION GRANT PROJECT

OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

CERTIFICATION OF PROJECT CONFORMANCE
ACQUISITION GRANT PROJECT
California Heritage Fund Grant Program

_____
Project Name

_____
(Title of Governing Body, District, Local Agencies, Nonprofit Organization, or Federally Recognized California Indian Tribe)

City or County of _____

I certify that all archeological investigations, studies, and reports used as the basis for work on this grant-assisted property, as well as interpretation and mitigation, will be professionally prepared and approved by a qualified archeologist for conformance with The Secretary of the Interior's Standards for Archeology and Historic Preservation. Where appropriate, demonstrate consultation with the local Native Americans, or other appropriate groups.

Deviations from the Secretary's Standards shall be reported to the Office of Historic Preservation. Such work shall not be funded. Furthermore, no work on such an adversely affected resource shall be funded, and any previously awarded funds shall be returned to the Office of Historic Preservation.

_____
Signature of Project Manager

_____
Date

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APPENDIX D - CERTIFICATION OF PROJECT CONFORMANCE
HISTORIC DEVELOPMENT GRANT PROJECT

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OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

CERTIFICATION OF PROJECT CONFORMANCE
HISTORIC DEVELOPMENT GRANT PROJECT
California Heritage Fund Grant Program

_____
Project Name

_____
(Title of Governing Body, District, Local Agencies, Non-profit Organization, or Federally Recognized California Indian Tribe)

City or County of _____

I certify that all architectural plans and specifications used as a basis for construction work on this grant-assisted property will be prepared and approved by a professionally qualified restoration architect and/or engineer for conformance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, 1995, The Secretary of the Interior's Standards for Archeology and Historic Preservation, and the California Historic Building Code.

Deviations from the Secretary's Standards and California Historic Building Code shall be reported to the Office of Historic Preservation. Such work shall not be funded. Furthermore, no work on such an adversely affected resource shall be funded, and any previously awarded funds shall be returned to the Office of Historic Preservation.

_____
Signature of Project Manager

_____
Date

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APPENDIX E - CERTIFICATION OF PROJECT CONFORMANCE INTERPRETATION GRANT PROJECT

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OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

CERTIFICATION OF PROJECT CONFORMANCE
INTERPRETATION GRANT PROJECT
California Heritage Fund Grant Program

_____
Project Name

_____
(Title of Governing Body, District, Local Agencies, Nonprofit Organization, or Federally Recognized California Indian Tribe)

City or County of _____

I certify, if applicable to the Grant-funded Property, that all plans and specifications used as a basis for interpretation work on this Grant-funded Property will be prepared and approved by a qualified professional for conformance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, 1995, and the California Historic Building Code.

I certify, if applicable to the Grant-funded Property, that all archeological investigations, studies, and reports used as the basis for work on this Grant-funded Property, as well as interpretation and mitigation, will be professionally prepared and approved by a qualified archeologist for conformance with The Secretary of the Interior's Standards for Archeology and Historic Preservation. Where appropriate, demonstrate consultation with the local Native Americans, or other appropriate groups.

Deviations from the Secretary's Standards and the California Historic Building Code shall be reported to the Office of Historic Preservation. Such work shall not be funded. Furthermore, no work on such an adversely affected resource shall be funded, and any previously awarded funds shall be returned to the Office of Historic Preservation.

_____
Signature of Project Manager

_____
Date

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APPENDIX F - MATCH CERTIFICATION FORM

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Office of Historic Preservation
Department of Parks and Recreation
State of California - The Resources Agency

MATCH CERTIFICATION FORM
California Heritage Fund Grant Program

The Grantee _____
certifies that there is available at the time of application submittal, and prior to the encumbrance of any CHF funds, the required Match from Local, State, Federal, or Private sources for any work on the Project for which application for a grant has been made.

Project Name _____

(Round all figures to the nearest dollar)

Total Grant Amount Requested $ _____

Sources of Match: List types (Local, State, Federal, Private, Applicant's Force Labor and In-Kind resources)	Match Amount
1. _____	$ _____
2. _____	$ _____
3. _____	$ _____
4. _____	$ _____
5. _____	$ _____
6. _____	$ _____
7. _____	$ _____
8. _____	$ _____
9. _____	$ _____
10. _____	$ _____
11. _____	$ _____
12. _____	$ _____
13. _____	$ _____
14. _____	$ _____
15. _____	$ _____

TOTAL MATCH (Should equal or exceed the total grant amount requested)

Signature of Authorized Representative Date

☛ _____ _____

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APPENDIX G - PAYEE DATA RECORD STD. 204 FORM (Front and Reverse)

(NONPROFIT ORGANIZATIONS ONLY)

Please see Pages 64 and 65.

STD. 204 form is also available at:

http://www.osp.dgs.ca.gov/default.asp?mp=../fmc/forms_search.asp

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Payee Data Record STD. 204 Form - Front

(Mailed version only)

Payee Data Record STD. 204 Form - Reverse

(Mailed version only)

APPENDIX H - GRANT CONTRACT

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OFFICE OF HISTORIC PRESERVATION
State of California - The Resources Agency

GRANT CONTRACT

California Heritage Fund Grant Program
The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection
Bond Act of 2000

GRANTEE _____

Project Name _____ Project Number _____

Project Scope _____

_____

PROJECT PERFORMANCE PERIOD: _____

Total State Grant not to exceed $ _____

_____
Grant Recipient

By _____
(Signature of Authorized Representative)

Title _____

Date _____

By _____
(Signature of Property Owner)

Title/Organization _____

Date _____

By _____
(Signature of Mortgage Lender)

Company/Title _____

Date _____

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

OFFICE OF HISTORIC PRESERVATION
DEPARTMENT OF PARKS AND RECREATION

By _____

Title _____

Date _____

CERTIFICATION OF FUNDING

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

Grant Contract
Special Provisions

General Provisions

A. Definitions

Unless herein provided otherwise, all definitions used in the Procedural Guide shall be incorporated into this Contract.

1. The term "Act" as used herein means The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

2. The term "OHP" as used herein means the State Office of Historic Preservation.

3. The term "Grantee" as used herein means the party described as the Grantee on Page 1 of this Contract.

4. The term "Project" as used herein means the Project described on Page 1 of this Contract.

5. The term “Application” as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.

6. The term "Procedural Guide" as used herein means the Grant Application and Procedural Guide for the California Heritage Fund Grant Program.

7. The term "Contract" as used herein, means this Contract and all Contract documents.

B. Project Execution

1. Subject to the availability of grant funds in the Act, OHP hereby grants to the Grantee a sum of money (grant funds) 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 Project Scope on Page 1, and under the terms and conditions set forth in this Contract.

   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 OHP must be submitted to the OHP for approval.

2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on Page 1, and under the terms and conditions of this Contract.

3. Grantee shall comply as lead agency with the California Environmental Quality Act. (Public Resources Code, Section 21000, et. seq.; Title 14 California Code of Regulations Sections 15000, et seq.) This Provision for lead agency does not apply to Grantees that are non-governmental entities.

4. If the Project includes Development, 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, including the California Historic Building Code, health and safe codes, disabled access laws, and The Secretary's Standards as defined in the Procedural Guide.

5. Grantee shall permit initial, then periodic site visits by OHP to determine if Development work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

6. Grantee agrees to submit any significant deviation from the original Project Scope to the OHP for prior approval prior to the commencement of any work. Changes in the Project Scope must be approved in writing by the OHP and shall meet the exact need described in the original Project Application.

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. Grantee shall provide for public access to completed Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.

9. All Grantees shall post signs acknowledging the source of funds pursuant to guidelines in the Procedural Guide. Grantees shall consult with the Grants Manager for the funding acknowledgement requirement for Interpretation Projects.

10. Grantee shall have fee title, leasehold, or other interest in the Property which provides Grantee adequate control over the Property, including but not limited to, an easement, a joint powers agreement or a cooperating agreement, upon which the Project is located. Grantee shall demonstrate to the satisfaction of the OHP 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.

11. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.

12. When available, the Application shall be accompanied by certification from the planning agency of the Applicant that the Project for which the grant is requested is consistent with the preservation element of the applicable city or county general plan or the district park and recreation plan, as the case may be and will satisfy a high priority need.

13. Covenant

    Grantee, Property Owner, and Mortgage Lender, if applicable, by signing this Contract, hereby acknowledge the applicability of the following provisions of a Covenant to ensure that after the grant-funded Project is completed, Grantee, Property Owner, and Mortgage Lender shall maintain the preservation of the Grant Project for a minimum of ____ years pursuant to the Procedural Guide so as to preserve the historical and archeological significance, and if the Project is a structure, the integrity of the features, materials, appearance, workmanship, and environment which made the Property eligible for listing, or determined eligible for listing in the preservation registration program(s). Furthermore, Grantee, Property Owner, and Mortgage Lender hereby certify that:

    a. The Property Owner owns the Property in fee simple.

    b. The Property is comprised essentially of grounds, collateral, appurtenances, and improvements.

    c. The Contract shall be encumbered with the title of the Property with a covenant running with the land and recorded with the county recorder in the county where the Property is located. The requirement of recordation of the Contract does not

apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United States of America.

d. Appropriate measures shall be taken to protect the Project site against willful damage or vandalism, i.e., whenever necessary to maintain the listing eligibility of the Property. Nothing in the Covenant prohibits Property Owner and Mortgage Lender from developing the site in a manner that will not threaten or damage the significance or qualities that made the Property eligible for listing or determined eligible for listing in the preservation registration program(s). Grantee, Property Owner, and Mortgage Lender shall notify OHP in writing about any additional proposed preservation treatment work during the Covenant period before such work is undertaken. OHP reserves the right to review such proposed treatment to determine whether the proposed treatment threatens the significance or qualities that made the Property eligible for listing or determined eligible for listing in the preservation registration program(s).

e. Any data and material recovered from the Project site shall be placed in a repository that will care for the data in the manner prescribed in The Secretary of the Interior's "Standards for Archeology and Historic Preservation, or will comply with the requirements of the Native American Graves Protection and Repatriation Act.

f. Grantee, Property Owner, and Mortgage Lender shall assume the cost of the continued maintenance and repair of the Property so as to preserve the architectural, historical, or archeological integrity of the Property in order to protect and enhance those qualities that made the Property eligible for listing or determined eligible for listing in the preservation registration program(s). Nothing in the Covenant shall prohibit the Property Owner and Mortgage Lender from seeking financial assistance from any source available for additional preservation treatment work conducted in the manner prescribed in The Secretary of the Interior's "Standards for Archeology and Historic Preservation. The Grantee shall notify OHP in writing about any additional preservation treatment work to be undertaken during the Covenant period before such work is undertaken. OHP reserves the right to review such proposed treatment to determine whether the proposed treatment threatens the significance or qualities that made the Property eligible for listing or determined eligible for listing in the preservation registration program(s).

g. The general public shall have access to see the results of the CHF grant-funded Project with the following exceptions:

1) As long as the Grant-funded work is clearly visible from a public right-of-way, public access to the Property is not required. Public access is also not required when interior development work (such as electrical or plumbing repairs) would not be visible if general access to Property were to be provided.

2) OHP may withhold from disclosure to the public information relating the location or character of a historic resource whenever the disclosure of such information may incur substantial risk of harm, theft, or destruction to the resource. OHP may withhold information from the public prior to recordation of the Covenant.

If an archeological site is not left in an excavated state and interpreted for the public, there are usually no visible features above the ground. Accordingly, public access to archeological sites may be restricted. However, public access may not be restricted if the site is being interpreted, the site is not fragile, or access needs to be provided to serious researchers.

h. For Development and Interpretation Projects, the effective date of the Covenant is effective upon execution of the Contract. For Acquisition Projects, the Covenant period will commence no later than the date of the title of record transfers from the seller to the buyer.

i. In the event of non-performance or violation of the maintenance provision of the Covenant by the Grantee, Property Owner, and Mortgage Lender (or any successor-in-interest) during the term of the Covenant, OHP may initiate legal action to require the Grantee, Property Owner, and Mortgage Lender to restore the Property to the condition existing at the time CHF-funded work was completed.

j. If the CHF grant-funded Property is damaged by accidental or natural causes, or is damaged deliberately or through gross negligence during the Covenant period, the Grantee will inform OHP in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the time of the cost of restoration work necessary to return the Property to the condition existing at the time before the damage occurred. The Grantee, Property Owner, and Mortgage Lender shall, without CHF grant funding, take all necessary steps, including legal action, if necessary, to restore, reconstruct, or stabilize the damaged Property.

k. If the CHF grant-funded Property has been severely damaged or destroyed deliberately or through gross negligence by the Grantee, Property Owner, and, or, Mortgage Lender, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment which made the Property eligible for listing or determined eligible for listing, has been lost or so damaged that its continued eligibility in the preservation registration program(s) is in question, Grantee shall notify OHP in writing of the loss. OHP shall evaluate the findings and may notify the Keeper of the National Register in writing of the loss. The Keeper will evaluate the findings and notify OHP in writing of any decision to remove the Property from listing in the National Register. OHP shall evaluate the loss to decide if the Property will be removed from listing in any of the California preservation registration programs. If the Property were to be so removed, OHP may initiate requisite legal action to recover, at a minimum, Grant funds.

l. Grantee, Property Owner, and Mortgage Lender agrees that no visual or structural alterations shall be made to the Property without prior written permission of OHP.

m. Grantee, Property Owner, and Mortgage Lender agrees that OHP, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of the Covenant are being observed.

14. Union Organizing

Grantee, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, Grantee, by signing this Contract, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where funds are not designated as described in (b.) above, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

C. Project Costs

Grant funds to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real Property, OHP may disburse to the Grantee the grant funds as follows, but not to exceed in any event the OHP grant amount set forth on Page 1 of this Contract:

   a. When Acquisition is through negotiated purchase, OHP may disburse the amount of OHP approved purchase price together with OHP approved costs of Acquisition when an escrow is opened.

2. If the Project includes Development, OHP may disburse to Grantee the grant funds as follows, but not to exceed in any event the OHP grant amount set forth of Page 1 of this Contract.

   a. Up to 20 percent of the total grant for non-construction costs. Non-construction costs include CEQA and NEPA compliance, design drawings, plans, specifications, acquisition documents, and administrative costs directly related to the Project. CEQA and NEPA compliance shall be completed by the Grantee after a Grant Contract has been fully executed and prior to the release of OHP grant funds. Mitigation measures not related to historical and cultural resources impacts are ineligible costs.

   b. On proof of award of a construction contract or commencement of construction by Force Account, up to 60 percent of the total grant, or the actual cost, whichever is less.

   c. After completion of the Project, installation of Project Sign, or other acknowledgement of grant funds, submission of Final Report, Project completion photographs, and Project Completion Packet with supporting documents, Grantee may submit payment request up to 20 percent final payment of actual Project cost, or remaining grant funds paid up to the amount of the Grant, whichever is less.

D. Project Administration

1. Grantee shall promptly submit such reports (Quarterly and Final) and any other reports, as OHP may request. In any event Grantee shall provide OHP a report showing total final Project expenditures.

2. Grantee shall make Property and facilities acquired or developed pursuant to this Contract available for inspection upon request by OHP.

3. Grantee shall use any funds advanced by OHP under the terms of this Contract solely for the Project herein described.

4. If grant funds are advanced, the Grantee shall place these funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant funds shall be used on the Project, as approved by the OHP. Any overpayment of grant funds in excess of final project costs shall be returned to the OHP within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by OHP, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement, this Contract only may be rescinded, modified or amended by mutual agreement in writing. If the Contract is rescinded, the Grantee shall lose the grant, return all funds to OHP, and send a complete Project Completion Packet to OHP for audit.

2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of OHP hereunder.

3. Failure of the Grantee to comply with the terms of this Contract may not be cause for the suspension of all obligations of OHP hereunder if in the judgment of the State 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.

4. Because the benefit to be derived by OHP, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of funds furnished by OHP by way of grant funds under the provisions of this Contract, the Grantee agrees that payment by the Grantee to OHP of an amount equal to the amount of the grant moneys disbursed under this Contract by OHP would be inadequate compensation to OHP for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by OHP.

5. Grantee and OHP agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall waive all claims and recourse against OHP 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 OHP, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend OHP, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, restoration, rehabilitation, construction, interpretation, operation or maintenance of the Property described as the Project, except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. Grantee agrees that in the event OHP is named as codefendant Grantee shall notify OHP of such fact and shall represent OHP in the legal action unless OHP undertakes to represent itself as codefendant in such legal action in which event OHP shall bear its own litigation costs, expenses, and attorney’s fees.

4. Grantee and OHP agree that in the event of judgment entered against OHP and Grantee because of the concurrent negligence of the OHP and 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. Grantee shall indemnify, hold harmless and defend OHP, 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. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to OHP for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years after the Project receives the final grant payment or Project termination and for at least one year following an audit or final disposition of any disputed audit findings.

   Grantee agrees that during regular office hours OHP's 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. Grantee shall maintain and make available for inspection by OHP accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Nondiscrimination

1. Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or physical disability in the use of any Property or facility acquired or developed pursuant to this Contract.

2. Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the Special Provisions of this Contract or under provisions of the enabling legislation and/or program.

I. Application Incorporation

The Application and any subsequent change or addition approved by OHP is hereby incorporated in this Contract as though set forth in full in this Contract.

J. Grantee Responsibility

Grantee shall adhere to all applicable laws or regulations of any governmental authority now or at any time during the term of the Grant Contract in force, including but not limited to The Secretary's Standards, California Historic Building Code, and the Procedural Guide.

K. Severability

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

APPENDIX I - PAYMENT REQUEST FORM

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OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

PAYMENT REQUEST
California Heritage Fund Grant Program

See Instructions on Reverse **Fiscal Year of Grant Award** _____

1. FEDERAL EMPLOYERS IDENTIFICATION NO.	2. CONTRACT NUMBER	3. PROJECT NUMBER
4. GRANTEE		
5. TYPE OF PAYMENT ❑ Advance ❑ Reimbursement No. _____ ❑ Final	6. PERIOD COVERED (MONTH, DAY,YEAR) FROM TO	
7. GRANT AMOUNT	8. MATCH FROM PREVIOUS BILLINGS COLUMN B COLUMN C	

9. PAYMENT INFORMATION

COST CATEGORIES (Round all amounts to the nearest dollar)	**Column A Cash Expenditure from Grant**	**Column B Cash Expenditure - Match**	**Column C Non-Cash Expenditure - Match**	**Column D Total Expenditures**
a. Non-Construction Costs				
b. Salaried Personnel				
c. Volunteers				
d. Consultant Services Contracts				
e. Construction				
f. Construction Equipment				
g. Construction Supplies/Materials				
h. Fixed Equipment				
i. Acquisition Costs (Column B)				
j. Relocation Costs				
k. Miscellaneous Costs				
l. Total Outlays (sum of lines a - k)				

10. SEND WARRANT TO:	
	Grantee Name
	Street Address:
	City/State/ Zip Code:
	Attention:

11. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
TITLE	DATE
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE
TITLE	

PAYMENT REQUEST INSTRUCTIONS

NOTE: **All requests for reimbursement must be accompanied by copies of receipts, invoices, cancelled checks, timesheets, etc.**

In General: **Type all entries. Leave lines blank on which there are no entries. Round off all amounts to the nearest dollar. See Procedural Guide, Page 37, for eligible Project costs examples.**

Item No.:

1. FEDERAL EMPLOYERS IDENTIFICATION NO. - Enter Corporation entity information. (Nonprofit organizations only.)

2. CONTRACT NUMBER -- As shown in Certification of Funding section of the Project Contract.

3. PROJECT NUMBER -- As shown in Certification of Funding section of the Project Contract.

4. GRANTEE -- GRANTEE name as shown on the Project Contract.

5. TYPE OF PAYMENT -- Check appropriate box. (If a Reimbursement, indicate No. - first, second, third, etc.)

6. PERIOD COVERED (MONTH, DAY, YEAR), FROM and TO -- The time period that the expenditure was incurred.

7. GRANT AMOUNT -- Enter amount of grant.

8. MATCH FROM PREVIOUS BILLINGS, COLUMN B or C -- Balance from Column B or C. Enter total amount of match expenditures to date.

9. PAYMENT INFORMATION, COST CATEGORIES (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR) -- Eligible cost categories must not exceed Grantee's established rates. State of California pay scales may be used to calculate costs. Reimbursements must show sufficient match. Amounts requested must not substantively differ from amounts in the approved project budget.

   COLUMN A -- CASH EXPENDITURE FROM GRANT -- Cash expenditures made to the grant since the last billing.
   COLUMN B -- CASH EXPENDITURE - MATCH -- Cash expenditure made for match purposes since the last billing, i.e., paid staff who wish to donate their time to the project.
   COLUMN C -- NON - CASH EXPENDITURE - MATCH -- Non-cash expenditures made for match purposes, in-kind, volunteer services, donated supplies, all with equivalent cash value.
   COLUMN D -- TOTAL EXPENDITURES -- Enter the total expenditures made during this billing (cash and non-cash).

   Lines:

   a. PRELIMINARY COSTS - Enter the cash amount expended on preliminary costs up to 20% of Grant (Col. A or B, as appropriate).

   b. SALARIED PERSONNEL - Enter the cash amount expended on salaries of employees of the Grantee (Col. A or B, as appropriate).

   c. VOLUNTEERS - Enter the amount expended for volunteers, cash or non-cash.

   d. CONSULTANT SERVICES - Enter the cost of consultant services contracts; i.e., historian, architectural historian, architect, etc. If the contract includes other costs, e.g., photocopying, as well as research, include this cost on this line.

   e. - h. CONSTRUCTION, CONSTRUCTION EQUIPMENT, CONSTRUCTION SUPPLIES/MATERIALS, FIXED EQUIPMENT COSTS- Enter the amount expended for these categories, cash or non-cash.

   i. ACQUISITION COSTS - Enter the amount expended for all appropriate Acquisition costs for an Acquisition Project.

   j. RELOCATION - Enter the cash amount expended for Relocation costs.

   k. MISCELLANEOUS COSTS - Enter the cash amount expended for Miscellaneous costs.

   l. TOTAL OUTLAYS - Enter all expenditures from lines a - k.

10. SEND WARRANT TO: Enter the name, title and address of the person authorized to receive payment.

11. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION - Enter the name, date and title of the person authorized in the Resolution to submit payment requests.

APPENDIX J - PROJECT QUARTERLY REPORT

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OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

PROJECT QUARTERLY REPORT
California Heritage Fund Grant Program

Project Name: _____ Project Number _____

Time Period _____Total Grant Amount_____

Category of Work from Approved Project Scope Conducted in this Quarter	Grant Money Spent

Comments--special circumstances, successes, problems:

I certify that documents verifying the above cost and time figures are on file and will be available for audit after the completion of this Project, and that grant project work has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements in the Procedural Guide, and the terms and conditions of the Grant Contract.

_____ _____
Signature of Project Manager Date

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APPENDIX K - PROJECT FINAL REPORT

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OFFICE OF HISTORIC PRESERVATION
Department of Parks and Recreation
State of California - The Resources Agency

PROJECT FINAL REPORT
California Heritage Fund Grant Program

Project Name: _____ Project Number _____

Project Address: _____

Project Performance Period _____ Total Grant Amount _____

Major Work Items, if applicable:

Planned: (Describe the originally approved Project Scope)

Actual: (Describe how actual outcome differed from the approved Project Scope, include summary of any scope and, or, budget amendments below.)

Major Cost Items:	Planned Costs	Actual Costs
Categories of Work on approved/amended Project Scope		

Project Completion Photographs: Black and White, or Color photographs. Photographs should be numbered, dated and labeled with the property name, the view (e.g., east elevation), and a brief description of what is shown. Photographs should be keyed to the Project narrative of actual Project work, and map or plan, if submitted. Do not submit Polaroid and digital photographs.

Additional Information: Provide any other information required by Special Provisions, comments, special circumstances, successes, problems:

I certify that documents verifying the above cost and time figures are on file and will be available for audit after the completion of this Project, and that grant project work has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements in the Procedural Guide, and the terms and conditions of the Grant Contract.

_____ _____
Signature of Project Manager Date

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APPENDIX L - PROJECT COMPLETION PACKET

PROJECT COMPLETION
California Heritage Fund Grant Program
Office of Historic Preservation

This packet will assist in the preparation of documents necessary to complete OHP grant Projects. Any questions should be directed to the OHP Grants Manager.

1. READ ALL MATERIALS IN THIS PACKET. Share it with individuals who will be preparing the financial documents.

2. Use this packet for all OHP grant Projects. Make copies of the forms as needed.

3. FORMS: The forms in this packet have been designed for your convenience. You may elect to use another format, provided <u>all</u> requested information is presented in a <u>clear and concise</u> manner.

4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION. A Project is considered complete upon receipt of final grant payment from the OHP.

PROJECT COMPLETION PACKET CHECKLIST

Please submit 3 copies of the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

REQUIRED:

1. Payment Request Form (Please see Appendix I) – Signed by authorized representative.

2. Project Certification Form (Attached) – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.

3. Project Cost Summary Form (Attached) – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (i.e., construction contract, fencing materials) and amount.

IF APPLICABLE:

4. Labor Costs Summary Form (Attached) – Summarize any in-house labor costs charged to the Project; the summary should note the location of source documentation to verify the summary (i.e., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits, no overhead.

5. Equipment Cost Summary Form (Attached) – Include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (i.e., Department of Transportation standards).

6. Notice of Completion and Acceptance of Work. (Any format is acceptable) - Note the Notice of Completion and Acceptance of Work shall be filed with the county recorder in the county where the Property is located.

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PROJECT CERTIFICATION FORM

PROJECT NAME: _____ PROJECT NUMBER: _____

GRANTEE: _____

GRANTEE CONTACT FOR AUDIT PURPOSES:

NAME: _____

ADDRESS: _____

PHONE: (_____)_____

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: $_____

HAS A NOTICE OF COMPLETION BEEN FILED? YES____ NO____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

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

_____ _____
Grantee Fiscal Representative, Title Date

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PROJECT COSTS SUMMARY FORM

Project Name _____ Project Number_____

WARRANT Number	Date	Recipient	Purpose	Amount

Total Labor Costs (from attached form) $_____

Total Equipment Costs (from attached form) $_____

Grand Total $_____

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LABOR COSTS SUMMARY FORM

Project Name _____ Project Number_____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount

(Carry Total forward to Project Costs Summary Form) Total $ _____

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EQUIPMENT COSTS SUMMARY FORM

Project Name _____ Project Number_____

Type of Equipment	Dates Work Performed	Amount

(Carry Total forward to Project Costs Summary Form) Total $ _____

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APPENDIX M - PROJECT SIGN GUIDELINES

Authority
All Projects funded by "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" (Park Bond Act of 2000) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

Please contact Grants Manager regarding acknowledgment of the Park Bond Act of 2000 for Interpretation projects.

Purpose
Installation of signs at all Project sites is required to acknowledge the public's support of the Park Bond Act of 2000 and promote the benefits provided by Bond fund assistance.

Types of Signs

1. Sign posted during construction (required for specific situations)

For Projects funded with Park Bond Act of 2000 funds in excess of $750,000 and/or those Projects in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

Recommended minimum size of sign: 4 feet x 7 feet

2. Sign posted upon completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see following information about the logo).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

Language for Sign
All signs will contain the minimum language below:

(Description of Project)
Another Project to Improve California *(optional: parks, lands, facilities, etc)* **funded by the Park Bond Act of 2000**
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

Dr. Knox Mellon, State Historic Preservation Officer

Ruth Coleman, Director, California Department of Parks and Recreation

Michael Chrisman, Secretary for Resources

Arnold Schwarzenegger, Governor

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

Universal Logo
All signs will contain a universal logo (see Appendix N) which will be equated with the Park Bond Act of 2000 statewide. The logo will be on a template available through the Internet http://resources.ca.gov/bond/. The Grants Manager can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of historical sites and other areas where these dimensions may not be appropriate.

Sign Construction:
All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration:
The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over $750,000.

Sign Cost:
The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted on rehabilitated or restored historical buildings, etc.

Appropriateness of Signs:
For Projects where the required sign may be out of place (such as some cultural and historic buildings or where affected by local sign ordinances), the Grants Manager in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a Park Bond Act of 2000 Project. Archaeological sites are excluded from the sign requirement.

Signs on State Highways:
Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

Further Questions:
The Grantee should consult with the Grants Manager to resolve any sign issues.

Note: Authority cited: Section 5024.6, Public Resources Code.
Reference: Section, 5096.309, Public Resources Code.

APPENDIX N - CALIFORNIA STATE PARKS LOGO AND PARK BOND ACT of 2000 LOGO

California Department of Parks and Recreation Logo

Universal Park Bond Act of 2000 Logo

APPENDIX O - COVENANT REQUIREMENTS

1. Requirements.

   a. A Covenant on Grant-assisted historic and archeological property shall be executed to ensure that after the Grant-funded work is completed, Grantee, Property Owner, and Mortgage Lender, if applicable, shall maintain the Project for a minimum term of years so as to preserve the historical and archeological significance and integrity of the Property. If the Project is a structure, Grantee and Property Owner agree to maintain the premises so as to preserve the integrity of the features, materials, appearance, workmanship, and environment which made the Property eligible for listing, or determined eligible for listing in the preservation registration program.

      1) Covenant. The Covenant is a legal provision in the Contract executed between OHP, Grantee, Property Owner, and the Mortgage Lender, if applicable, in which the property owner of record encumbers the title of the Property with a Covenant running with the land, in favor of and legally enforceable by OHP. The property owner of record or, if applicable, the holder of the mortgage shall be the executors of the Covenant whether or not Grantee is the owner of record. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United State of America.

   b. Duration of Covenant. The minimum responsibility to maintain and to provide public access to properties acquired or developed with Grant funds is linked to a specific period of time that is determined by the amount of the Grant funds. The term of the Covenant must be commensurate with the total (aggregate) Grant funds received. The Covenant period is computed upon execution of the Contract prior to the disbursement of CHF funds. When the Grant funds involve more than one listed Property or structure, the Covenant period for each Property shall be determined by the amount of Grant funds awarded to each individual Property. The Covenant period shall start upon the execution of the Contract and continue beyond the Project completion date for a specified number of years as determined by OHP. The following chart indicates the duration of the Covenant:

OHP Assistance ($ Amount)	Time Requirement/ Type of Document
10,000 - 25,000	5-year minimum covenant beyond the Project completion date
25,001 - 50,000	10-year minimum covenant beyond the Project completion date
50,001 - 100,000	15-year minimum covenant beyond the Project completion date
100,001 and above	20-year minimum covenant beyond the Project completion date

c. Characteristics and Mandatory Provisions

1) The Contract shall be encumbered with the title of the Property with the covenant running with the land for the term of years specified on the previous chart and recorded with the county recorder in the county where the Property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United State of America.

2) Provisions in the Covenant:

a) Ownership of Property. The Property Owner owns the Property in fee simple.

b) Property. The Property is comprised essentially of grounds, collateral, appurtenances, and improvements.

c) Covenant Running with the Land. The Contract shall be encumbered with the title of the Property with a covenant running with the land and recorded with the county recorder in the county where the Property is located. The requirement of recordation of the Contract does not apply to Projects involving Federally Recognized California Indian tribal lands held in trust by the United State of America.

d) Site Protection. Grantee, Property Owner, and Mortgage Lender shall take appropriate measures to protect the Property against willful damage or vandalism, i.e., whatever is necessary to maintain the listing eligibility of the Property. Nothing in this agreement prohibits the Property Owner from developing the site in a manner that will not threaten or damage the preservation registration program eligibility of the resource. Grantee, Property Owner, and Mortgage Lender shall notify OHP in writing about any additional proposed preservation treatment work during the Covenant period before such work is undertaken. OHP reserves the right to review such proposed treatment so as to determine whether the proposed treatment threatens the significance or qualities that made the Property eligible for listing or determined eligible in the preservation registration program.

e) Recovered Data Protection. Grantee, Property Owner, and Mortgage Lender shall ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in The Secretary of the Interior's "Standards for Archeology and Historic Preservation," or will comply with the requirements of the Native American Graves Protection and Repatriation Act.

f) Maintenance. Grantee, Property Owner, and Mortgage Lender shall assume the cost of continued maintenance and repair of the Property so

as to preserve the architectural, historical, and/or archeological integrity of the Property and its materials for the number of years specified on Page 80 in order to protect those qualities that made the Property eligible for listing or determined eligible for listing in the preservation registration program. Nothing in the Covenant shall prohibit the Property Owner and Mortgage Lender from seeking financial assistance from any source for additional preservation treatment work available. The Grantee, Property Owner, and Mortgage Lender shall notify OHP in writing about any additional proposed preservation treatment work to be undertaken during the Covenant period before such work is undertaken. OHP reserves the right to review such proposed treatment so as to determine whether the proposed treatment threatens the significance or qualities that made the Property eligible for listing or determined eligible for listing in the preservation registration program.

g) Public Access. "Public Access" means that the general public can see the results of the CHF investment of public funds under the Park Bond Act of 2000 with the following exceptions:

1. As long as the Grant fund work is clearly visible from a public right-of-way, public access to the property is not required. Public access is also not required when interior development work (such as electrical or plumbing repairs) would not be visible if general access to Property were to be provided.

2. OHP may withhold from disclosure to the public information relating the location or character of a historic resource whenever the disclosure of such information may incur substantial risk of harm, theft, or destruction to the resource.

   If an archeological site and/or a Traditional Cultural Property are not being interpreted for the public, there are usually no visible features above the ground. Accordingly, public access to historical resources and archeological sites may be restricted. However, public access may not be restricted if the site is being interpreted, the site is not fragile, or access needs to be provided to serious researchers.

h) For Development and Interpretation Projects, the effective date of the Covenant is effective upon execution of the Contract. For Acquisition Projects, the Covenant period will commence no later than the date of the title of record transfers from the seller to the buyer.

i) Covenant Violations. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Grantee, Property Owner, and Mortgage Lender (or any successor-in-interest) during the term of the Covenant, the OHP may initiate legal action to require the

Grantee, Property Owner and Mortgage Lender to restore the Property to the condition existing at the time CHF-assisted work was completed.

j) Consequences when a Property has been DAMAGED. If a CHF grant-funded Property is damaged by accidental or natural causes, or is damaged deliberately or through gross negligence during the Covenant period, the Grantee will inform the OHP in writing of the damage to the Property, including: (1) an assessment of the nature and extent of the damage; and (2) an estimate of the time of the cost of restoration work necessary to return the Property to the condition existing at the time of the grant-assisted Project's completion. The Grantee, Property Owner, and Mortgage Lender shall, without direct CHF grant funding, take all necessary steps, including legal action, if necessary, to restore, reconstruct, or stabilize the damaged Property.

k) Consequences when a Property has been DESTROYED: Deliberate Action or through Gross Negligence. If a CHF grant-funded Property has been severely damaged or destroyed deliberately or through gross negligence by the Grantee, Property Owner, and, or, Mortgage Lender, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment which made the Property eligible for listing or determined eligible for listing in the preservation registration program, has been lost or so damaged that its continued eligibility in the preservation registration program is in question, the Grantee shall notify OHP in writing of the loss. OHP will evaluate the findings and notify the Keeper of the National Register in writing of the loss. The Keeper will evaluate the findings and notify OHP in writing of any decision to remove the Property from listing in the National Register. The OHP will evaluate the loss to decide if the Property will be removed from listing in any of the California registration programs. If the Property were to be so removed, the OHP may initiate requisite legal action to recover, at a minimum, grant funds.

l) Grantee, Property Owner, and Mortgage Lender agrees that no visual or structural alterations shall be made to the Property without prior written permission of OHP.

m) Grantee, Property Owner, and Mortgage Lender agrees that OHP, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of the Covenant are being observed.