



A G E N D A

Meeting of the Scotts Valley City Council

Date: September 18, 2019

Time: 6:00 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	The agenda was posted 9-13-19 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .

ELECTED OFFICIALS	CITY STAFF MEMBERS
Jack Dilles, Mayor Randy Johnson, Vice Mayor Donna Lind, Council Member Jim Reed, Council Member Derek Timm, Council Member	Tina Friend, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Tony McFarlane, Administrative Services Director Daryl Jordan, Public Works Director Tracy Ferrara, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS
Notice regarding City Council Meetings: The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066. Agenda and Agenda Packet Materials: The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvalley.org and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvalley.org. Televised Meetings: City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.

CALL TO ORDER 6:00 PM

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTERS

- (1) Presentation of Scotts Valley Arts Commission Verse in the Valley Poetry Contest Winners for 2019 by Kristin Ard, Recreation Division Manager

COMMITTEE REPORTS

Council members are appointed to committees which are either City committees or committees dealing with other jurisdictions. This portion of the agenda allows the committee member to present oral or written reports to the Council regarding their committee assignments. It also allows the Council to make comments and give the committee member direction, as required.

CITY MANAGER REPORT

PUBLIC COMMENT TIME

This is the opportunity for individuals to make and/or submit written or oral comments to the Council on any items within the purview of the Council, which are NOT part of the Agenda. No action on the item may be taken, but the Council may request the matter be placed on a future agenda.

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any items may do so raising their hand to be recognized by the Mayor.

- A. Approve City Council minutes of 9-4-19
- B. Approve check registers dated 9-13-19
- C. Approve Resolution No. 1944.1, authorizing the City of Scotts Valley to apply to the Proposition 68 "Per Capita Program" for a \$200,000 grant for park improvements

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.

REGULAR AGENDA

Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.

1. Discussion of policy development for public facilities naming rights and gifting program (City Manager Friend)
2. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

- (1) Conference with legal counsel regarding real property negotiations.
Legal Authority: Government Code Section 54956.8
Location: APN's 023-191-05, 023-202-18, 023-171-19, 023-191-04
Staff Present: City Manager, City Attorney, Administrative Services Dir, Public Works Director
- (2) Conference with legal counsel regarding anticipated litigation.
Legal Authority: Government Code Section 54956.9
Name of Case: 1 case
Staff Present: City Manager, City Attorney, Administrative Services Dir

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKE DURING CLOSED SESSION

ADJOURNMENT

ADA NOTICE

The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN
APPROVAL OF A RESOLUTION:**

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN
INTRODUCTION/ADOPTION OF AN ORDINANCE:**

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN
PUBLIC COMMENT/PUBLIC HEARINGS:**

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



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MINUTES

Meeting of the Scotts Valley City Council

Date: September 4, 2019

Time: 6:00 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	The agenda was posted 8-30-19 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvally.org .

CALL TO ORDER 6:00 PM

The City Council meeting was called to order at 6:00 pm.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

Jack Dilles, Mayor
Randy Johnson, Vice Mayor
Donna Lind, Council Member
Jim Reed, Council Member
Derek Timm, Council Member

CITY STAFF MEMBERS PRESENT:

Tina Friend, City Manager
Kirsten Powell, City Attorney
John Wilson, Police Captain
Taylor Bateman, Community Development Director
Tony McFarlane, Administrative Services Director
Daryl Jordan, Public Works Director/City Engineer
Tracy Ferrara, City Clerk

COMMITTEE REPORTS

CM Lind reported that she attended the Santa Cruz Metropolitan Transit District Board meeting where they are looking into a plan to assist the legally blind in a better way to use Metro.

CM Lind attended the Santa Margarita Groundwater Agency public workshop titled "State of Surface Water in the Santa Margarita Basin on Thursday, August 22, 2019 from 5:30 p.m. to 8:30 p.m. at the Highlands Park Senior Center, Ben Lomond, California.

CM Lind reported that the Traffic Safety Advisory Committee met and discussed traffic concerns on Bluebonnet Lane traffic, South Navarra, Lundy Lane, and bicycle safety.

Mayor Dilles reported that he attended the Santa Margarita Groundwater Agency public workshop titled "State of Surface Water in the Santa Margarita Basin on Thursday, August 22, 2019 from 5:30 p.m. to 8:30 p.m. at the Highlands Park Senior Center, Ben Lomond, California.

Mayor Dilles reported that he and CM Timm attended a Santa Cruz Chamber of Commerce luncheon event where Congresswoman Anna Eshoo spoke regarding national issues.

Mayor Dilles reported that he attended the Monterey Bay Community Power Board meeting where they adopted their 2019/2020 budget.

CITY MANAGER REPORT

Glenwood East Trail Project: Continuing our work to develop the Glenwood Trail network, the Glenwood East Trail project went out to bid yesterday. Next weekend, the Glenwood widening bid should be released.

Cancellation of October 16th City Council Meeting: Due to a forecasted lack of business and Council Member attendance at the Annual League of California Cities Conference, the City expects that the October 16th City Council meeting will be cancelled.

PUBLIC COMMENT TIME

Wendy Brannan, Scotts Valley resident, expressed concerns about the City's finances and recommended cancelling the City's 4th of July celebration, charging for the use of City facilities in all cases, and recommended that the Council eliminate stipends for the City Council and Commissions.

Ilo Nilson, Scotts Valley resident, thanked the Council and Traffic Safety Advisory Committee for looking into traffic mitigations on Bluebonnet Lane, and expressed concerns regarding the negative impacts that the proposed Aviza project will have on traffic.

Eric Nilson, Scotts Valley resident, distributed a picture of the speed bumps that are currently at the San Jose Airport, and recommended that this type of speed bump be installed on Bluebonnet Lane. He also expressed concerns regarding the negative impacts that the proposed Aviza project will have on traffic.

CM Lind commended the Girl Scouts for the hard work that went into the mural that was unveiled at Vine Hill School.

ALTERATIONS TO CONSENT AGENDA

M/S: Reed/Lind

To approve the Consent Agenda.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

CONSENT AGENDA

- A. Approve City Council meeting minutes 8-21-2019
- B. Approve check register – 8-9-19, 8-16-19, 8-30-19
- C. Approve Resolution No.1955.5, updating the job description for Wastewater Division Manager and increasing the salary range by 15% on the salary schedule
- D. Approve Resolution No. 1969 authorizing the Mayor or City Manager to execute documents related to Caltrans funded projects and programs

ALTERATIONS TO REGULAR AGENDA

M/S: Lind/Reed

To approve the Regular Agenda.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

REGULAR AGENDA

1. Discussion of General Fund Five-Year Financial and Fiscal Sustainability Plans, including budget strategies analyses and scenarios

CM Friend and ASD McFarlane presented the written staff report, gave a PowerPoint presentation and responded to questions from Council.

Victor Alejandro, Scotts Valley resident, questioned impacts of pensions and if anything has been done to alleviate those impacts. He also requested information on how to help promote income and growth for the City on their path toward fiscal sustainability.

The City Council reached consensus to move forward with considering a sales tax measure on the March 2020 ballot and look at pursuing one other tax revenue in November 2020.

The City Council reached consensus not to move forward with polling at this time and to reconsider after the March 2020 election.

2. Future Council agenda items

None.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 8:12 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54961, the City Council met in closed session to confer with their legal counsel regarding a liability claim; Darin Matthews.
- (2) Pursuant to Government Code Section 54956.9, the City Council met in closed session to confer with their legal counsel regarding anticipated litigation; 1 case.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:30 p.m.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Dilles announced that there was nothing to report.

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

AGENDA ITEM B

DATE: 9-18-2019

SCOTTS VALLEY ACCOUNTS PAYABLE

09/12/2019 12:50:24

Check Register

CITY OF SCOTTS VALLEY

GL050S-V08.12 COVERPAGE

GL540R

Report Selection:

RUN GROUP... 091319 COMMENT... 09/13/2019 A/P

DATA-JE-ID DATA COMMENT

W-09132019-982 09/13/2019 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000182 A SIGN ASAP	117144	09/13/19	254.85	
	001219 ALHAMBRA	117145	09/13/19	141.63	
	001219 ALHAMBRA	117146	09/13/19	97.87	
	001125 ASHFIELD/CHARLENE	117147	09/13/19	100.00	
	001670 AT &T	117148	09/13/19	3,519.66	
	000097 AT&T	117149	09/13/19	8.68	
	000565 BANK OF NEW YORK MELLON/	117150	09/13/19	200.00	
	001566 BUSINESS WITH PLEASURE	117151	09/13/19	93.31	
	000037 CRYSTAL SPRINGS WATER CO	117152	09/13/19	20.90	
	000389 DASSEL'S PETROLEUM INC	117153	09/13/19	4,803.35	
	000778 DEPT OF JUSTICE	117154	09/13/19	148.00	
	000776 DISCOUNT SCHOOL SUPPLY	117155	09/13/19	2,141.66	
	001362 DUNCAN AUTO TECH	117156	09/13/19	698.53	
	003888 DYER, D.D.S./ROBERT	117157	09/13/19	384.12	
	001597 ENVIRONMENTAL INNOVATION	117158	09/13/19	6,903.42	
	000321 FANTINO DDS/CHRISTINA	117159	09/13/19	32.70	
	001991 FASTENAL	117160	09/13/19	112.40	
	003035 FELTON DENTAL CENTER	117161	09/13/19	179.20	
	001828 GONZALES/GABE	117162	09/13/19	305.88	
	000057 HACH COMPANY	117163	09/13/19	660.97	
	000801 HINDERLITER, DE LLAMAS &	117164	09/13/19	1,570.38	
	001856 HUB INTERNATIONAL	117165	09/13/19	258.92	
	002032 KT MECHANICAL INC	117166	09/13/19	740.00	
	001020 LEADERSHIP SANTA CRUZ CO	117167	09/13/19	1,099.00	
	003403 MAR-KEN INTERNATIONAL PO	117168	09/13/19	455.00	
	000218 MID VALLEY SUPPLY	117169	09/13/19	1,069.59	
	000083 MISSION UNIFORM SERVICE	117170	09/13/19	463.76	
	003685 MONTEREY BAY ANALYTICAL	117171	09/13/19	695.00	
	000939 NATIONAL COMTEL NETWORK	117172	09/13/19	16.06	
	002079 NOR CAL ASA	117173	09/13/19	240.00	
	001872 NORTH CENTRAL LABORATORI	117174	09/13/19	376.65	
	.15394 PAYNE/DAVID	117175	09/13/19	2,000.00	
	001787 PETRINI'S GARDENING SERV	117176	09/13/19	75.00	
	000918 PETTY CASH-JEANETTE ROLA	117177	09/13/19	332.77	
	000723 PIED PIPER INC./THE	117178	09/13/19	63.50	
	000463 RALEY'S	117179	09/13/19	763.99	
	000111 S V CHAMBER OF COMMERCE	117180	09/13/19	25,000.00	
	001894 S.V. WATER DISTRICT - BU	117181	09/13/19	18.06	
	.15391 SALINAS VALLEY PRO SQUAD	117182	09/13/19	198.67	
	.15392 SALINAS VALLEY PRO SQUAD	117183	09/13/19	232.59	
	.15393 SALINAS VALLEY SOLID WAS	117184	09/13/19	4,000.00	
	000135 SAN LORENZO VALLEY WATER	117185	09/13/19	30.24	
	001823 SANTA CRUZ CO ENVIRONMEN	117186	09/13/19	3,342.00	
	000126 SANTA CRUZ FIRE EQUIPMEN	117187	09/13/19	498.93	
	000122 SANTA CRUZ/CITY OF	117188	09/13/19	325.37	
	000754 UPS STORE/THE	117189	09/13/19	25.08	
	000754 UPS STORE/THE	117190	09/13/19	17.29	
	000754 UPS STORE/THE	117191	09/13/19	36.28	
	001106 VERIZON WIRELESS	117192	09/13/19	746.43	
	GENERAL CHECKING ACCOUNT			65,497.69	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/12/2019 12:50:24
GL540R-V08.12 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				65,497.69

RECORDS PRINTED - 000097

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	14,607.53
002	RECYCLING/ENVIRONMENTAL	7,808.34
004	RECREATION	4,534.36
010	WASTEWATER OPERATIONS	8,403.71
011	TERTIARY TREATMENT PLANT	1,290.97
023	SVRDA SUCCESSOR AGENCY	25,000.00
024	LENNAR TRUST FUNDS	2,000.00
025	GENERAL TRUST	3.27
028	SENIOR CENTER	816.36
050	PINEWOOD EST LNDSCP MAINT DT	30.24
112	DENTAL INS INTERNAL SERV	596.02
123	COMMUNITY FACILITY CENTER	370.64
312	POLICE - BUDGET ACT OF 2016	36.25
TOTAL ALL FUNDS		65,497.69

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	65,497.69
TOTAL ALL BANKS		65,497.69

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 18, 2019

TO: Honorable Mayor and City Council

FROM: Tina Friend, City Manager

SUBJECT: **PROPOSITION 68 PER CAPITA PROGRAM – RESOLUTION
AUTHORIZING APPLICATION FOR GRANT FUNDS**

SUMMARY OF ISSUE

On June 5, 2018, California voters approved Proposition 68, the “Parks and Water Bond Act of 2018” (Senate Bill 5). A number of grant programs for drought, water, parks, climate, coastal protection, and outdoor access will be supported with Proposition 68 bond proceeds. One is the “Per Capita Program”, which provides \$185,000,000 to cities and counties statewide for local park rehabilitation, creation and improvements on a per capita basis, with a minimum award of \$200,000. Under this program, grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

The process to obtain these grant funds is initiated by City Council adoption of a Resolution authorizing the City of Scotts Valley (City) to apply to the “Per Capita Program”. Such authorizing resolutions are common for State grants and the Council must adopt the Resolution language as supplied by the State and by the deadline of November 1, 2019. Adoption of the Resolution expresses the City Council’s agreement with the funding contract with the State and confirmation that the City has funds to complete, operate and maintain the grant-funded projects. The Resolution also designates an authorized position—the City Manager in the attached draft Resolution—to represent the City and execute all documents and negotiations on behalf of the City.

The next step is to submit the application packet(s) no later than January 31, 2020.

City staff have ideas for potential projects, honed from years of experience with our parks and community requests for additional amenities. Building on these ideas, staff will conduct a community engagement process that will include no less than one open, community meeting and soliciting feedback from relevant City Advisory Bodies and the City Council. Staff are actively designing this outreach process, expected to commence in October 2019. The Council and community will be apprised of these outreach opportunities and of the final project(s) to be submitted for the grant.

FISCAL IMPACT

The “Per Capita Program” requires a local 20% match, or \$40,000, which can be met through Federal, City or private funds, or in-house employee services or volunteer labor. Staff will identify funding sources, or in-kind employee/volunteer services for the match during development of the application.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the Resolution No. 1944.1, which authorizes the City of Scotts Valley to apply to the Proposition 68 “Per Capita Program” for a \$200,000 grant for park improvements.

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RESOLUTION NO. 1944.1

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SCOTTS VALLEY AUTHORIZING AND APPROVING APPLICATION(S)
FOR PER CAPITA GRANT FUNDS (PROPOSITION 68)**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Scotts Valley general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Scotts Valley will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations; and
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City of Scotts Valley's City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

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

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 18th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

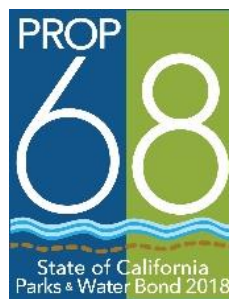
Attest: _____
Tracy A. Ferrara, City Clerk

**Procedural Guide
for the**

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

PER CAPITA PROGRAM

March 2019 Draft



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

"Creating Community through People, Parks, and Programs"

Send Application and correspondence to:

Street Address for Overnight Mail:

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

Mailing Address:

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

Phone: (916) 653-7423

Website: www.parks.ca.gov/grants

2018-2019 California State Budget, Chapter 29

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

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



Department Mission

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

Community Engagement Division Mission

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

The Office of Grants and Local Services Mission

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

OGALS VISION GOALS

To Be:

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

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

Per Capita Program Description

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 50).

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

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

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

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

Eligible Recipients (PRC §80062)

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

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

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

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

Allocations

Specific entities eligible for funding and their allocations can be found beginning on page 53.

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

Eligible Projects

- PROJECTS must be for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and development projects.
- Up to 5% of the allocation may be used for a COMMUNITY ACCESS PROJECT (PRC §80008(c)(1)).
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT that serves several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 53 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 12) (PRC §80061(c)).

No Supplanting

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

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

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

Grant Process

GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022

1. **Resolution** (submit no later than November 1, 2019): GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS.
2. **APPLICATION PACKET(S)** (submit no later than January 31, 2020): The GRANTEE defines the PROJECT SCOPE(S) and amount of grant funds needed for each PROJECT. AS PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(S) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
3. **Contract** (sign and submit no later than March 31, 2020): OGALS will forward a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. AS GRANTEE submits additional APPLICATION PACKETS, OGALS will amend the contract to reflect the total PROJECT amount for all approved APPLICATION PACKETS, up to the allocation amount.

- a. The contract section, beginning on page 41, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than March 31, 2020.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The grant payments section, beginning on page 33, provides payment request instructions and forms.
- a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(S) no later than December 31, 2021.
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(S) to OGALS no later than March 31, 2022.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

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

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

The Authorizing Resolution serves two purposes:

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

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

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

Resolution Form

Resolution No: _____

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

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

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

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

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

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

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

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

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

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

(G) Identifying possible staff liaisons to diverse populations.

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

Approved and adopted the ____ day of _____, 20____.

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

Ayes: _____
Noes: _____
Absent: _____

(Clerk)

Application Section

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

OGALS will send a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. As GRANTEE submits additional applications, OGALS will amend the contract to reflect the total PROJECT amount for all approved applications, up to the allocation amount.

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



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Application Packet Checklist

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

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☐		Application Packet Checklist	Pg. 10		Pg. _____
☐		Application	Pg. 11	☐	Pg. _____
☐	☐	Development Project Scope/Cost Estimate, <i>or</i>	Pg. 19	☐	Pg. _____
☐	☐	Community Access Project Scope/Cost Estimate, <i>or</i>	Pg. 20	☐	Pg. _____
☐	☐	Acquisition Requirements	Pg. 13	☐	Pg. _____
☐		Funding Sources Form	Pg. 21	☐	Pg. _____
☐		Per Capita Match Calculator	Pg. 12	☐	Pg. _____
☐	☐	CEQA Compliance Certification	Pg. 22	☐	Pg. _____
☐	☐	Land Tenure documentation	Pg. 23		Pg. _____
☐	☐	Sub-Leases or Agreements	Pg. 25		Pg. _____
☐	☐	Site Plan	Pg. 25		Pg. _____
☐	☐	GHG Emissions Reduction Worksheet	Pg. 25		Pg. _____



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Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (☒ all that apply) (not required for COMMUNITY ACCESS PROJECTS) ☐ Owned in fee simple by GRANTEE ☐ Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
(Check one) Project is for Acquisition ☐ Development ☐ Community Access ☐	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title Email address Phone	
GRANT CONTACT - For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title Email address Phone	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date	
Print Name _____	
Title _____	

Per Capita Match

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

Costs incurred to provide match must be eligible costs.

Visit the website parksforcalifornia.org/percapita and follow the instructions; submit the report with the APPLICATION PACKET.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor

Ineligible match source

- State funds

Acquisition Projects

Acquisition Requirements

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

Acquisition Grant Scope/Cost Estimate

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

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

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

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

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

8. A letter from the seller indicating a willingness to enter into negotiations to sell the property, and indicating the seller's understanding that the State cannot participate in acquisitions for more than the appraised value

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

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

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

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

Eligible Acquisition Costs

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

Ineligible Acquisition Costs – Cannot be charged to the grant

- Acquisitions to fulfill any mitigation requirements imposed by law (PRC §80020)
- Land acquired outside state
- Costs incurred outside the grant performance period
- Development costs
- Acquisitions for less than fee title

Development Projects

Development Project Requirements

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

Eligible Development Costs

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

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

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

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

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

- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Employee services after groundbreaking
- GRANT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

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

Distinguishing capital outlay from maintenance and repair:

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

Examples:

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

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

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

Community Access Projects

Community Access Project Requirements

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.

Eligible Community Access Project Costs

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

- Meetings: public meetings/focus groups, GRANTEE planning sessions
- PROJECT management (excluding grant writing) and accounting
- Non-capital costs, including interpretive and recreational programming, software and software development
- IN-HOUSE EMPLOYEE SERVICES related to PROJECT activities.
- Equipment (the cost of equipment or vehicle(s) currently owned by the grantee): such equipment or vehicle(s) may be charged to the grant for each use. The GRANTEE shall maintain a log that describes the activities conducted and the time that the equipment or vehicle is used, as related to the grant scope, as well as a license number or vehicle identification number.
 - GRANTEE may also rent or purchase the equipment or vehicle(s), whichever is the most economical use of grant funds.
 - Purchased equipment or vehicle(s): residual market value shall be credited to the project costs upon completion.
- Supplies and materials: activity supplies, educational materials, communication materials, etc. Supplies and materials may be drawn from central stock if claimed costs are no higher than those the grantee would pay if purchased elsewhere.
- Miscellaneous costs: other costs incurred, such as transporting materials or personnel.

Ineligible Community Access Project Costs

- Costs incurred before or after the grant performance period
- Indirect costs – overhead business expenses of the grantee's fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Capital outlay expenditures
- Costs associated with master plans

- Repairs and maintenance by IN-HOUSE EMPLOYEE SERVICES
- Fundraising

Accounting Rules for In-House Employee Services

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

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



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Development Project Scope/Cost Estimate Form

GRANTEE: _____ Project Name: _____

Development project scope (Describe the PROJECT in 30 words or less):			
Project Scope Items - ☒ all that apply:			
Install new	Renovate existing	Replace existing	Recreation Element
☐	☐	☐	Pool, aquatic center, splash pad
☐	☐	☐	Trails or walking paths
☐	☐	☐	Landscaping or irrigation
☐	☐	☐	Group picnic, outdoor classrooms, other gathering spaces
☐	☐	☐	Play equipment, outdoor fitness equipment
☐	☐	☐	Sports fields, sports courts, court lighting
☐	☐	☐	Community center, gym, other indoor facilities
☐	☐	☐	Restroom, concession stand
☐	☐	☐	Other: _____
☐	☐	☐	Other: _____
☐	☐	☐	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.
Total estimated cost for construction:			\$
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total project cost.			\$
Total PROJECT cost:			\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT Cost)			\$ -
Total PROJECT amount requested:			\$
The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.			
AUTHORIZED REPRESENTATIVE Signature			Date
Print Name and Title			



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Community Access Project Scope/Cost Estimate Form

GRANTEE: _____ Project Name: _____

Project site:	
Project Scope Items - ☒ all that apply and provide a brief description:	
☐	Transportation (for recreation programs)
☐	Physical activity programming (sport leagues, dance, exercise, etc.)
☐	Resource interpretation
☐	Multilingual translation
☐	Natural science
☐	Workforce development and career pathways
☐	Education
☐	Communication related to water, parks, climate, coastal protection, and other outdoor pursuits
Total PROJECT cost: \$	
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT Cost) \$ -	
Total PROJECT amount requested: \$	
The GRANTEE understands that all elements listed on this form must be complete and available to the public before the final grant payment will be made.	
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	



State of California – The Natural Resources Agency
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Funding Sources Form

GRANTEE: _____ Project Name: _____

PROJECTS funded by the program are not complete until the grant SCOPE is complete.

If Per Capita grant funds will be used as part of the funding for a larger project, GRANTEES can do one of the following:

1. Identify a smaller subset of the larger project that can be completed. That smaller project will be the grant SCOPE.
2. Incorporate the funds from the Per Capita grant into the larger project. The larger project will be the grant SCOPE.

Per Capita funds will / will not (circle one) be used as part of the funding for a larger project.

If Per Capita grant funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these grant funds will contribute to is: \$_____

Anticipated completion date: _____

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

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

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title



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CEQA Compliance Certification

Not required for COMMUNITY ACCESS PROJECTS

GRANTEE: _____

Project Name: _____

Project Address: _____

Is CEQA complete? ☐ Yes ☐ No Is completing CEQA a project scope item? ☐ Yes ☐ No

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

Date complete/expected to be completed

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

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

Lead Agency Contact Information:

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: () _____ Email: _____

Certification:

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

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

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
☐ NOE ☐ NOD		

Land Tenure

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

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20 or 30 year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.
- **Not applicable to COMMUNITY ACCESS PROJECTS.**

Land Tenure Ownership Documentation

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

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

Land Tenure Non-Ownership Documentation

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

- Land Tenure Agreement Checklist (page 24)
- Signed land tenure agreement

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

- Land Tenure Agreement Checklist (page 24)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

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

GRANTEE: _____ Project Name: _____

☒	Page	Required Item								
☐		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. _____								
☐		Parties to the agreement (land owner must be public agency or utility) and date signed: <table border="0"> <tr> <td>Party</td> <td>Date Signed</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Party	Date Signed	_____	_____	_____	_____	_____	_____
Party	Date Signed									
_____	_____									
_____	_____									
_____	_____									
☐		Term of the agreement: ____ years								
☐		Agreement end date: _____ • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018.								
☐		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.								
☐		Termination clause: Any of the following is acceptable: • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.								
☐		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.								

Site Plan

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

Sub-leases or Agreements

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

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below. If your PROJECT does not involve tree planting, check the N/A box for this item on the Application Checklist.

Before getting started, gather the following information about your PROJECT:

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

Getting started:

1. Navigate to the i-Tree site at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.
 - DBH – tree diameter four feet above the ground at time of planting.
 - Distance to nearest tree – select from drop down menu

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board's “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

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

Once all the groups are entered, hit next

5. Print the report in landscape mode, and submit it with your application.

Special Requirements

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

Status Report

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

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

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction
☐ **Community Access**

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

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

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

Provide photos showing work completed since (DATE)

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

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

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

Between 7/1/18 and 6/30/19	Between 7/1/19 and 12/31/19	Between 1/1/20 and 6/30/20	Between 7/1/20 and 12/30/20	Between 1/1/21 and 6/30/21	Between 7/1/21 and 12/30/21	After 1/1/22
\$	\$	\$	\$	\$	\$	\$

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

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

Authorized Representative*

Title

Date

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

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the PROJECT must be installed during construction and at completion (PRC §80001(b)(3)). **A sign is not required for COMMUNITY ACCESS PROJECTS.**

Types of Signs

- 1) Construction – An acknowledgment sign is required during construction.
- 2) Post Completion - All grantees are required to post a sign at the PROJECT site upon completion of the project. The sign must be available for the final inspection of the PROJECT and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

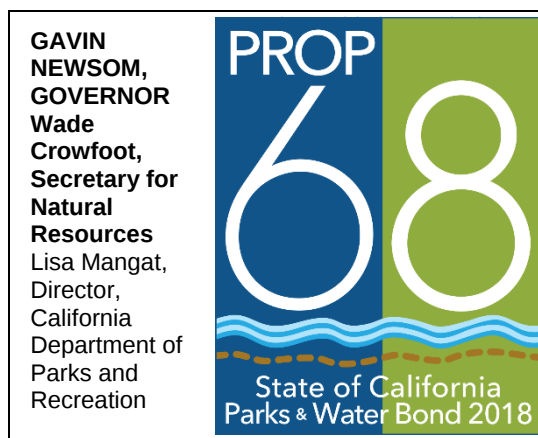
If appropriate, the same sign can be used during construction and completion.

Sign Language

All signs must contain the language shown to the right of this paragraph. Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo. The logo is available at <http://resources.ca.gov/grants/logo-art/>. Display the logo to maximize visibility and durability. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.



Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Transportation and DPR standards may be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost

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

Appropriateness of Signs

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

State Approval

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

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the contract PERFORMANCE PERIOD. **A Deed Restriction is not required for COMMUNITY ACCESS PROJECTS.**

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow.

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

Deed Restriction Instructions

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

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

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

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

DEED RESTRICTION

- I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as “Owner(s)” is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”). And
- III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and
- IV. WHEREAS, on (enter date), DPR’s Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as “Grant”) for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

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

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

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

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

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

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

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

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

Dated: _____, 20 ____

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

Signed: _____
Authorized Representative

Signed: _____
Additional signature, as required

Print/Type Name & Title of Above

Print/Type Name & Title of Above

Grant Payment Section

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

Payment Requirements

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
3. A deed restriction is required prior to processing any reimbursements **except COMMUNITY ACCESS PROJECTS** and an acquisition ADVANCE.
4. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
5. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount.
6. CEQA must be complete prior to requesting any construction reimbursement.
7. **Provide a sample timesheet with the first IN-HOUSE EMPLOYEE SERVICES reimbursement.**
8. **A summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement must be provided to the PROJECT OFFICER prior to requesting a reimbursement related to that contract.**
9. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
10. Payment may be withheld by OGALS if the GRANTEE has outstanding issues, for example: breach of any other contract with OGALS, an unresolved audit exception, outstanding conversion, or having other park sites closed or inadequately maintained.

Payment Request Form Instructions

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

Payment Request Form

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

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

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

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Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of this form is available at www.parks.ca.gov/grants. Grantees may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS upon request.

Only provide the following information to OGALS:

PROJECT Number _____

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

PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

Grand Total (5) + (6) \$ _____

List only ELIGIBLE COSTS charged to the GRANT.

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

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

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

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

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

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

Column (6) DEVELOPMENT OR COMMUNITY ACCESS PROJECT costs eligible for up to 100% of GRANT amount.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, 2022.

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

1. Approval of the PROJECT COMPLETION PACKET (page 36).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

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

For COMMUNITY ACCESS PROJECTS:

1. Payment Request Form (page 34)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 21)
4. PROJECT COMPLETION Certification Form (page 37)

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

5. Photo of the bond act sign and location (page 28)
6. Recorded Deed Restriction if not already provided (page 29)
7. Completed CEQA if not already provided (page 22)
8. Notice of Completion (optional)⁵

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

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

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

Project Completion Certification Form

Grantee: _____ **Project Number:** _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$ _____

Interest spent on eligible costs: \$ _____

Was a Notice of Completion filed with the County Recorder? Yes ___ No ___

Certification:

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

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

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

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

GRANTEE'S AUTHORIZED REPRESENTATIVE
(Printed or Typed name)

Title

GRANTEE'S AUTHORIZED REPRESENTATIVE (Signature)

Date

Advance Payments

- ADVANCE payments are made at the discretion of OGALS. OGALS reserves the right to disapprove ADVANCE payment requests.
 - Past performance, GRANTEE capacity, and the GRANTEE's financial resources will all be considered before issuing an ADVANCE.
 - GRANTEE's that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 53).
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds, and any interest earned on those funds, *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT and COMMUNITY ACCESS PROJECT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	• Payment Request Form • ADVANCE justification (see below)

Construction Advance and Community Access Project Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	• Payment Request Form • ADVANCE justification (see below) • Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page 22)

Advance Justification

Provide the following information:

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

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

Clearing the Advance

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

An ADVANCE is cleared as follows:

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

Subsequent Payments

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

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

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

Acquisition Advance

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

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

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 13).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 34).

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

Returning Unexpended Advanced Funds for Acquisition

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

Per Capita Contract



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

Sample Grant Contract Per Capita Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

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

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

Total State grant amount not to exceed \$ Grant amount

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

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

GRANTEE

By _____
(Typed or printed name of Authorized Representative)

Date _____

(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

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

I. RECITALS

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

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

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

II. GENERAL PROVISIONS

A. Definitions

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

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set

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

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

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

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

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

E. Project Termination

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

F. Budget Contingency Clause

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

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of

the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the

purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

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

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

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

N. Use of Grant Monies

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

N. Section Headings

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

O. Waiver

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

GRANTEE

By: _____

Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

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

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

GRANTEES must follow these accounting practices for employee services:

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

State Audit

Grants are subject to audit by DPR. (See page 49, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

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

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

Record Keeping Recommendation

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

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

Audit Checklist

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

CONTRACTS

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

IN-HOUSE EMPLOYEE SERVICES*

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

IN-HOUSE EQUIPMENT*

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

MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS

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

ACQUISITION

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

INTEREST

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

AGREEMENT/CONTRACTS

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

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

** Front and back if copied.

References

Public Resources Code relating to the Per Capita program

80000.

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

80001.

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

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

80002.

(d) “Department” means the Department of Parks and Recreation.

(n) “Severely disadvantaged community” means a community with a median household income less than 60 percent of the statewide average.

80008.

(c) (1) Up to 5 percent of funds available pursuant to each chapter of this division shall, to the extent permissible under the State General Obligation Bond Law (Chapter 4 (commencing

with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code) and with the concurrence of the Director of Finance, be allocated for community access projects that include, but are not limited to, the following:

- (A) Transportation.
- (B) Physical activity programming.
- (C) Resource interpretation.
- (D) Multilingual translation.
- (E) Natural science.
- (F) Workforce development and career pathways.
- (G) Education.
- (H) Communication related to water, parks, climate, coastal protection, and other outdoor pursuits.

80020.

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

CHAPTER 3. Investments in Protecting, Enhancing, and Accessing California's Local and Regional Outdoor Spaces

80060.

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

80061.

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

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the

combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

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

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.

- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Following are the allocations for Per Capita GRANTEES.

Allocation Transfer⁶ – Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

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

Definitions

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

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

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 9.

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

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

COMMUNITY ACCESS PROJECT – a) transportation, b) physical activity programming, c) resource interpretation, d) multilingual translation, e) natural science, f) workforce development and career pathways, g) education, h) communication related to water, parks, climate, coastal protection, and other outdoor pursuits pursuant to Public Resources Code §80008(c)(1)

⁶ Please contact OGALS for sample transfer and recipient resolutions.

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

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

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

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

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

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

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

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

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

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

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

PROJECT COMPLETION PACKET – The documents listed on page 36 that are required in order to request final payment following PROJECT COMPLETION.

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

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

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

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 18, 2019

TO: Honorable Mayor and City Council

FROM: Tina Friend, City Manager

SUBJECT: **DISCUSSION OF POLICY DEVELOPMENT FOR PUBLIC FACILITIES NAMING RIGHTS AND GIFTING PROGRAM**

SUMMARY OF ISSUE

At its May 1, 2019 meeting, the Scotts Valley City Council added a future agenda topic: "City Facilities/Donation Policy Discussion". At that time, in adherence to the Brown Act, the City Council did not discuss or provide direction to staff as to the Council's interests or expectations with this policy issue. Accordingly, the purpose of this agenda item is to provide basic background information about naming and gifting policies and solicit Council direction for scope of a potential new policy on naming rights and gifts/contributions. With this direction, staff can advance development of a policy and return a final draft product for Council consideration at a future meeting.

Many cities have policies regarding naming of public facilities, park amenities and contribution programs. Locally, the cities of Capitola, Santa Cruz and Watsonville, and the County of Santa Cruz have some form of policies or contribution programs, which vary as to breadth and formality. Scotts Valley has a Contribution Program (see attached brochure and program guide) but no policy or procedures to guide naming rights of public facilities or amenities.

Elements in naming and gifting policies that the Council may wish to consider include:

Naming of Public Facilities or Amenities

- Scope of what facilities/amenities may be named
- Criteria for eligible naming: geographical relevance, significant historical connection or civic contributions to Scotts Valley, among others
- Process for accepting and considering naming requests: staff, relevant Commission and Council approval, vote of the people, or others
- Duration of naming rights: in perpetuity or pre-set duration
- Policy horizon: for prospective naming requests only, or reconsider existing names

Gifts/Donations to the City

- Process for considering and accepting gifts
- Fixed program with itemized list (as current) or ad hoc
- Thresholds of gifts for naming significant public infrastructure
- Duration of naming associated with major gifts
- Gift acknowledgement procedures

The preceding lists detail just a few of the potential elements that could exist in a policy framework for naming rights and gifting. Also attached for additional context are a set of examples policies to illustrate the approach taken by other municipalities on these issues.

FISCAL IMPACT

Discussion of policy development has no fiscal impact.

STAFF RECOMMENDATION

Discuss and provide direction to staff as to scope and potential elements of a new naming and gifting policy, and the preferred process and timing for policy development.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Scotts Valley Contribution Program Brochure	1
Scotts Valley Contribution Program Guide	4
Example Naming and Contribution Policies	19

An Invitation...

The City of Scotts Valley invites any individual, organization or service group to make a donation to purchase a bench, picnic table, piece of playground equipment or other item to be placed in a Scotts Valley park.

Dedication...

You may choose to have a board for the bench backrest or the top of the picnic table engraved to honor a specific individual, family or organization.

To make an appointment with the Recreation Division Manager, or for more information, please call:

Scotts Valley Recreation

(831) 438-3251

Guidelines

- City and Donor will agree on the location of the donated item.
- Donor agrees to City's right of relocation of donated item, if necessary.
- City approves wording for the engraving.
- City agrees to maintain the donated item as part of its regular inventory, at no further cost to the Donor. Benches and picnic tables will be maintained for 10 years after installation date.
- At the end of the maintenance period, Donor reserves the right to replace the donated item, if required.



Contribution Program

**City of Scotts Valley
Recreation Division**



361 Kings Village Rd.
Scotts Valley, CA 95066
(831) 438-3251

Bench



A comfortable bench will be placed in a park or along a walkway of your choice based on open locations. You may choose to have the top board of the backrest of the bench engraved in honor of a specific individual, family or organization.

Benches are available in 4', 6' and 8' lengths.



Picnic Table

Personalize a picnic table in a park of your choice based on space availability. The engraving is done on the center board on top of picnic table.

Picnic table is available in 6', 8' and ADA Accessible.

Locations include...

- Skypark
- Skypark Linear Trail
- Siltanen Park
- MacDorsa Park
- Hocus Pocus Park
- Lodato Park Trail

Engraving

City staff will order your donated item and facilitate delivery and installation to the chosen site.

Other Gifting Items

If you have idea for an item you would like to gift, either to our parks or maybe to one of our recreation programs, please contact the Recreation Division Manager so we can make your dream come true.

Donation Process

- Make an appointment with the Recreation Division Manager Monday - Friday, 8am-5pm by calling (831) 438-3251.
- Submit donation form for approval with choice of item, location and engraving request.
- Recreation Division Manager will contact you when item is ready for installation.

*Thank you for
participating in our
contribution
program!*

Recreation Division Office

361 Kings Village Road

Scotts Valley, CA 95066

(831) 438-3251

Monday - Friday, 8am - 5pm



City of Scotts Valley Recreation Division

Contribution Program

Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Phone: _____ FAX: _____

Email Address: _____

Item: _____

Engraving: _____

Cost: _____

Engraving: _____

Tax: _____

Shipping: _____

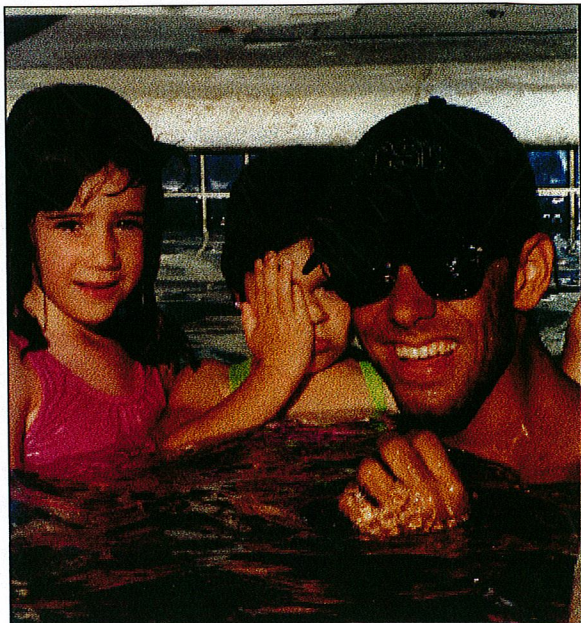
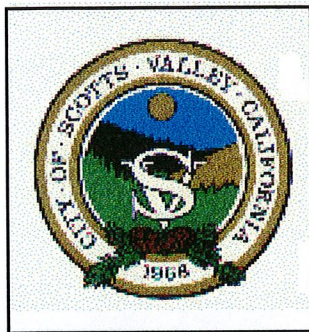
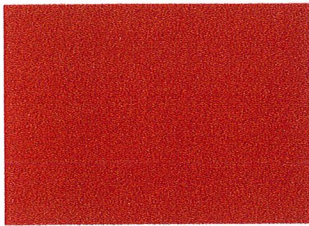
TOTAL: _____

Payment Information

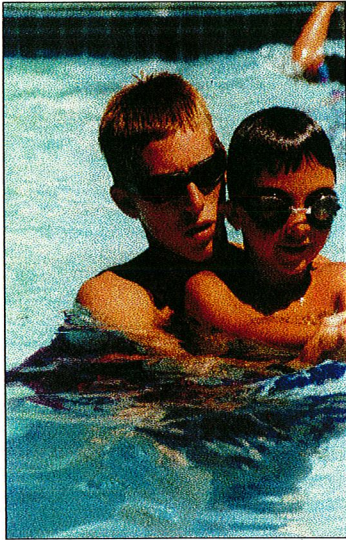
_____ Check (made payable to City of Scotts Valley)

_____ VISA/MC # _____ Exp. _____

Recreation & Parks Contribution Program



Introduction



The City of Scotts Valley's Community Gift Program presents exciting opportunities for you or your group to have a beneficial impact on our community's recreation and park resources. The City of Scotts Valley is a young community, with an even younger park system. With time Scotts Valley has seen a tremendous growth in the number of families in the community. With this increase has come the necessity to provide quality parks and recreation programs. This gift catalog will allow you to contribute toward Scotts Valley's future by helping you select a specific gift intended to support existing parks and their associated programs and also offers you a chance to contribute directly to future park development. Every item, no matter how large or small, will be appreciated. A single steelhead trout for our fishing park is every bit as essential as playground structures costing thousands of dollars. In addition, most of the items contained within can serve to commemorate deserving individuals or groups within the community.

Quality parks and recreation programs enhance our community and our lives. Parks serve to promote our physical and mental health by providing safe places to exercise and to escape the stresses of daily living. The natural and historic resources preserved within our parks benefit the education of children of all ages. In today's world, quality parks & recreation programs can help channel a child's natural curiosity and abundant energy toward healthy & constructive endeavors and away from the negative influences so readily available.

Thank you for your support!

How To Use This Catalog



This catalog is intended to assist individuals, groups or businesses interested in contributing towards Scotts Valley's parks or recreation programs. You may also choose to contribute a portion of the cost towards a specific item, pool your resources with another individual or group or donate the actual item in lieu of contributing toward it. Gift items are listed in the following three sections (items may be listed in more than one section):

Section 5

This section lists items in general categories by price.

Section 6

Items in this section are intended for parks and are grouped together by type.

Section 7

Section 7 lists items intended for recreation programs and are grouped together by type of program.

To make a contribution, simply fill out the enclosed order form, enclose a check or payment information and mail to the City of Scotts Valley Recreation Division, One Civic Center Drive, Scotts Valley, CA 95066. You may also contact the recreation division at 438-3251 and staff will be happy to assist you with the donation process.

Please note:

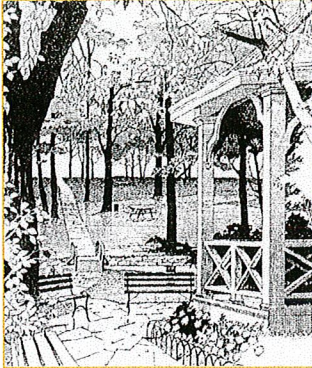
1. All prices are approximate and are subject to change.
2. Some of the larger construction items may be subject to the City of Scotts Valley's design and approval process.

A Note Regarding Tax Deductions



All items in this catalog are to be used exclusively for public purposes by the City of Scotts Valley and its employees. Donations of money or property qualify as charitable contributions under the United States Internal Revenue Code. According to the code (subject to certain limitations and requirements), contributions or gifts made by individuals or corporations to a political subdivision for its use are allowed as an itemized deduction in the taxable year in which the contribution or gift is made. For further details, ask the IRS for Publication S26 about charitable contributions.

Memorial Gifts



Our commemorative park amenities program was created to provide the community with a vehicle for commemorating deserving individuals. These individuals are honored through the purchase of park equipment that has been engraved with the honoree's name and placed within one of the parks or open space areas within Scotts Valley.

How does the program work?

Many of the gift items in this catalog are suitable to commemorate deserving individuals. These items may be purchased, engraved with the honoree's name, and installed at a predetermined location within one of the city's parks or open space areas.

Who may be honored?

Any individual or group may be honored; there are no criteria to be met. (Please note that the use of this program for advertising purposes is prohibited.)

Who may honor someone?

Any individual or group may participate.

What does it cost?

Cost includes the park amenity, engraving and installation. A three-year maintenance program is included in the cost. Please contact the recreation division for a current price list.

Who selects the location?

Individuals or groups will work with recreation division staff in selecting a site that is both beneficial to the city and to the individual purchasing the item.

What can be engraved on the item?

Only the individual or group's name may be placed on the item.

What does the engraving look like?

All letters are block style, 2 to 4 inches tall, and will be placed in a prominent position on the item. Lettering on smaller items will correspond to the size of the item. Samples are available at the recreation division office.

How do I utilize the program?

Complete the application form and submit it to the City of Scotts Valley Recreation Division, One Civic Center Drive, Scotts Valley, Ca. 95066.

Items By Price Range

\$ 5,001 and over

<u>Item</u>	<u>Price</u>	<u>Location</u>
Pool Complex	\$ 1,000,000 +	Location TBD
Gymnasium/Community Center	\$ 1,000,000 +	Location TBD
Athletic Field w/Lights	\$ 100,000 +	Skypark, Siltanen Park
Skypark Design		
Conceptual Plans	\$ 20,000 +	
Working Drawings	\$ 100,000 +	
Restrooms	\$ 75,000 +	Camp Evers Park
Restrooms	\$ 75,000 +	Hocus Pocus Park
Renovate Airport Offices	\$ 75,000 +	Skypark
Playground Structure	\$ 50,000 +	Siltanen Park, Skypark
		Hocus Pocus Park
Granite Creek Road Bicycle Stop	\$ 50,000 +	
Footbridge	\$ 30,000 +	MacDorsa Park
Restroom Upgrade	\$ 25,000 +	Siltanen Park
Gazebo	\$ 25,000 +	Hocus Pocus Park
Swings	\$ 20,000 +	Hocus Pocus Park
Mini Pickup Truck	\$ 11,000 +	Recreation Division
Community Art Project	T.B.A.	Any Park
Public Art at Skypark	T.B.A.	Skypark

\$ 1,001 to \$ 5,000

<u>Item</u>	<u>Price</u>
Computer Upgrade (for division office)	\$ 5,000
Walk-behind Mower	\$ 5,000
Snow for Holiday Light Cruise	\$ 3,000
Fish for Camp Evers Fishing Park	\$ 1,500 +
Portable Scoreboard	\$ 1,500
Soccer Goals	\$ 1,500
20" Computer Monitor	\$ 1,500
Laminating Machine	\$ 1,400
Computer Desks	\$ 1,000

- ▶ All prices are approximate and are subject to change.
- ▶ Some of the larger construction items may be subject to the City of Scotts Valley's design & review process.

Items By Price Range

\$ 501 to \$ 1,000

<u>Item</u>	<u>Price</u>
Room Divider	\$ 1,000
Heavy Duty Push Mower	\$ 1,000
Picnic Table	\$ 900
Park Bench	\$ 900
Floor Mats (Gymnastics)	\$ 750
Computer Scanner	\$ 750
Banner ("Scotts Valley Recreation")	\$ 750
Basketball/Volleyball Set (Pool)	\$ 700
Desktop Publishing Software	\$ 700
Dramatic Play Equipment	\$ 675
Block Play Set (390-piece)	\$ 640
Drinking Fountain	\$ 650
Office Desk	\$ 600
Spring Rider	\$ 600
Fishing Derby Sponsorship	\$ 500
TV and VCR	\$ 500
PA System	\$ 500 +

\$ 251 to \$ 500

<u>Item</u>	<u>Price</u>
Bookshelf Stereo w/CD Player	\$ 450
Mower Blade	\$ 400
"Weed Eater" Trimmer	\$ 400
Backpack Blower	\$ 400
Irrigation Clock	\$ 400
Digital Camera	\$ 400
Multi-Purpose Storage Unit	\$ 400
Portable Shade Tent	\$ 350
Overhead Projector	\$ 350
Kitchenette	\$ 300
Children's Cubbies	\$ 300
Softball Bases (1 Set)	\$ 300
Activity Carpet	\$ 275
Litter Receptacle	\$ 260
Folding Table (Recycled Material)	\$ 200

► All prices are approximate and are subject to change.

Items By Price Range

\$ 51 to \$ 250

<u>Item</u>	<u>Price</u>
Butcher Paper Stand	\$ 200
Locking Ball Cage	\$ 200
Bicycle Rack	\$ 150
Chair For Office	\$ 150
Tennis Racquets, Youth	\$ 150
Folding Table (Metal)	\$ 110
BBQ Grill	\$ 100
Block Cart	\$ 100
Lego Bonus Set (1,400 piece)	\$ 100
Paper Cutter	\$ 100
Flyer Racks	\$ 100
Youth Basketball Set	\$ 100
Large Activity Ball	\$ 65
Ice Chest	\$ 50

\$ 1 to \$ 50

<u>Item</u>	<u>Price</u>
Paper Shredder	\$ 50
Electric Stapler	\$ 50
First Aid Kit	\$ 50
Trim Lopper	\$ 40
Rest Cot	\$ 40
Tree, 15 Gallon	\$ 40
Volleyball Net	\$ 35
Scoop Shovel	\$ 33
Chair	\$ 30
Sprinkler Head	\$ 20
Push Broom	\$ 17
Shovel	\$ 15
Leaf Rake	\$ 10
Plants	\$ 10/flat
Hula-Ho	\$ 9
Fish	\$ 1 ea.

► All prices are approximate and are subject to change.

Gifts For Parks

Park Construction/Design

<u>Item</u>	<u>Price</u>	<u>Location</u>
Gymnasium/Community Center	\$ 1,000,000 +	Location T.B.D.
Pool Complex	\$ 1,500,000 +	Location T.B.D.
Community Art Project	T.B.D.	Any Park
Restrooms	\$ 75,000 +	Camp Evers Park
Granite Creek Road Bicycle Stop	\$ 50,000 +	Granite Creek Road
Gazebo	\$ 25,000 +	Hocus Pocus Park
Restrooms	\$ 75,000 +	Hocus Pocus Park
Swings	\$ 20,000 +	Hocus Pocus Park
Footbridge	\$ 30,000 +	MacDorsa Park
Playground Structure	\$ 50,000 +	Siltanen Park, Skypark, Hocus Pocus Park
Playground Structure	\$ 75,000 +	Skypark
Public Art at Skypark	T.B.D.	Skypark
Renovate Airport Offices	\$ 75,000 +	Skypark
Athletic Field w/ Lights	\$ 100,000 +	Skypark
Skypark Design		
Conceptual Plans	\$ 20,000 +	Skypark
Working Drawings	\$ 100,000 +	Skypark

Basic Park Items

<u>Item</u>	<u>Price</u>	<u>Location</u>
BBQ Grill	\$ 100	Any Park
Bicycle Rack	\$ 150	Any Park
Drinking Fountain	\$ 1,000	Any Park
Park Bench	\$ 650	Any Park
Picnic Table	\$ 950	Any Park
Recycling Receptacle	\$ 260	Any Park

Landscaping

<u>Item</u>	<u>Price</u>	<u>Location</u>
Irrigation Clock	\$ 400	
Plants	\$ 10/flat	Any Park
Sprinkler Head	\$ 20	
Tree, 15 Gallon	\$ 40	Any Park

- ▶ All prices are approximate and are subject to change.
- ▶ Some of the larger construction items may be subject to the City of Scotts Valley's design & review process.

Gifts For Parks

Park Maintenance

<u>Item</u>	<u>Price</u>	<u>Location</u>
Backpack Blower	\$ 400	Any Park
Heavy-duty Push Mower	\$ 1,000	Any Park
Hula-Ho	\$ 9	Any Park
Leaf Rake	\$ 10	Any Park
Mower Blade	\$ 400	Any Park
Push Broom	\$ 17	Any Park
Scoop Shovel	\$ 33	Any Park
Shovel	\$ 15	Any Park
Trim Lopper	\$ 40	Any Park
Walk-behind Mower	\$ 5,000	Any Park
Weed Eater Trimmer	\$ 400	Any Park

Playground Equipment

<u>Item</u>	<u>Price</u>	<u>Location</u>
Play Structure (Large)	\$ 75,000 +	Any Park
Play Structure (Medium)	\$ 50,000 +	Any Park
Play Structure (Small)	\$ 25,000 +	Any Park
Spring Rider	\$ 600	Any Park
Swing (2 person)	\$ 2,000	Any Park

Sports Structures

<u>Item</u>	<u>Price</u>	<u>Location</u>
Soccer Goals	\$ 1,500	Siltanen Park

► All prices are approximate and are subject to change.

Gifts For Recreation Programs

School Age Programs

<u>Item</u>	<u>Price</u>
Activity Carpet	\$ 275
Block Cart	\$ 100
Block Play Set	\$ 640
Board Games	\$ 5 - \$ 25
Children's Books	\$ 5 - \$ 30
Children's Cubbies	\$ 300
Curriculum Books	\$ 10 - \$ 40
Dramatic Play Equipment	\$ 675
Giant Lego Set	\$ 100
Kitchenette	\$ 300
Laminating Machine	\$ 1,400
Multi-Purpose Storage Unit	\$ 400
Rest Cot	\$ 40

Special Events

<u>Item</u>	<u>Price</u>
Fish for Camp Evers Fishing Park	\$ 1500
Fishing Derby Sponsorship	\$ 500
Snow for Holiday Light Cruise	\$ 3000

Sports Equipment

<u>Item</u>	<u>Price</u>
Basketball/Volleyball Set (Pool)	\$ 700
First Aid Kit	\$ 50
Floor Mats (Gymnastics)	\$ 750
Jump Rope	\$ 5
Large Activity Ball	\$ 65
Locking Ball Cage	\$ 200
Playground Ball	\$ 15
Portable Scoreboard	\$ 1500
Softball Bases (1 set)	\$ 300
Tennis Racquets (Youth)	\$ 150
Volleyball Net	\$ 35
Youth Basketball Set	\$ 100

► All prices are approximate and are subject to change.

Gifts For Recreation Programs

Arts & Craft Supplies

<u>Item</u>	<u>Price</u>
Butcher Paper Stand	\$ 200

Camping Supplies

<u>Item</u>	<u>Price</u>
Ice Chest	\$ 50
Lantern	\$ 50
Tent, 10-person	\$ 500

General Administrative Supplies

<u>Item</u>	<u>Price</u>
Banner	\$ 750
Binding Machine	\$ 300
Camera, 35mm	\$ 250
Chair for Office	\$ 150
Computer Desks	\$ 1000
Computer Monitor (20")	\$ 1,500
Computer Scanner	\$ 600
Computer Upgrade	\$ 2000
Desks for Office	\$ 1500
Desktop Publishing Software	\$ 700
Electric Stapler	\$ 50
Flyer Racks	\$ 100
Folding Table (Metal)	\$ 110
Folding Table (Recycled Material)	\$ 320
Overhead Projector	\$ 350
PA System	\$ 500 +
Paper Cutter	\$ 100
Paper Shredder	\$ 50
TV and VCR	\$ 500

Activities

<u>Item</u>	<u>Price</u>
Scholarships	\$ 50 +

► All prices are approximate and are subject to change.

Order Form

Date: _____
Name: _____
Business/Organization: _____
Address: _____
City: _____ State: _____ ZIP: _____
Home Phone: () _____ Business Phone: () _____
FAX: () _____

☐ I/We would like to make the following contributions:

Item	Page	Full Gift	Partial Gift	Amount
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
			Total:	\$ _____

☐ I/We would like to make the following other contributions
(For gifts not indicated within this catalog)

Total: \$ _____

☐ One or more of the above items are intended as a memorial gift:

Item: _____
Name to be engraved: _____
Item: _____
Name to be engraved: _____

Payment Information

☐ Check/Money Order (payable to: City of Scotts Valley)

☐ VISA/MC

Account Number: _____
Expiration Date: _____

Please return completed application to: City of Scotts Valley, One Civic Center Drive, Scotts Valley, CA. 95066, (408) 438-3251.

NAMING OF CITY PARKS & FACILITIES

The City of Newport Beach has a comprehensive program to provide park and open space to serve the leisure and recreation needs of residents. It is desirable that appropriate names be selected for future parks and public recreational facilities. The following guidelines shall serve as policy on this matter.

- A. Suggestions for naming new or existing parks or public facilities shall be reviewed by the Parks, Beaches and Recreation Commission with a recommendation being transmitted to the City Council for approval.
- B. New or existing park or public facilities names can be chosen from, but not limited to, the following categories:
 - 1. Streets or schools bordering park
 - 2. Topography
 - 3. Theme
 - 4. Common names already in place for the area
 - 5. Persons that have been deceased for at least fifteen (15) years
- C. Facility rooms or site amenities may be dedicated in honor of persons if done as part of a capital/fundraising campaign and with the approval of the City Council.

The provisions of this policy shall not apply to commitments made prior to May 13, 2003.

History

Adopted I-22 - 9-12-1988
 Amended I-22 - 1-24-1994 (changed to I-9)
 Amended I-9 - 2-27-1995
 Amended I-9 - 4-8- 2003 (changed to B-9)
 Amended B-9 - 5-13-2003
 Amended B-9 - 8-8-2017

PARKS, FACILITIES, AND RECREATION PROGRAM DONATIONS

Purpose

The City Council recognizes the need to promote community involvement and active participation in quality of life components throughout the community, and the need to establish a fair, equitable, and uniform procedure by which gifts may be donated to the City. This policy establishes criteria for donations to assure area compatibility, attractiveness, usefulness, and sustainability of maintenance. Each donation considered for inclusion in the City's parks and streets system will be subject to established limitations and guidelines for each particular area.

Policy

A. Acceptance of Donations

1. Based on the value of the donation, appropriate City staff will review the acceptability of any donation and determine if the benefits to be derived warrant acceptance of the donation.
2. Criteria for evaluation includes consideration of any initial expenditure required in order to accept the donation, the potential and extent of the City's obligation to maintain the donation for a minimum of 10 years, and the community benefit to be derived from the donation. After 10 years, or at the end of the donated item's useful life, the donated item may be removed or replaced by the City.
3. The cost of a tangible donation shall also include a maintenance fee equal to 50% of the estimated 10-year maintenance cost of the donated item, paid for in full by the donor at the time of the donation, and at renewal if the donor elects to renew the donation as part of the first right of refusal process, per section G. This maintenance fee is in addition the cost and installation of the donated item.

B. Types of Donations

Donations may only be received in the form of a check. Restricted donations are those donations that the donor specifies for a particular City location or purpose. Unrestricted donations are those donations that are given to the City for unspecified use.

1. Trees

Donations for trees add beauty to City parks and facilities. Donations for trees may be used to install a tree or trees at parks recommended by the Deputy Public Works Director, Municipal Operations and approved by the Parks, Beaches and Recreation Commission. Depending on availability, the minimum cost of tree donations must be equal to the price of a 48" boxed container plus maintenance costs, unless waived by the Commission. Tree donations are limited to specific species that match the landscape in park locations.

2. Benches

Donations for a bench will be used to install a bench in different areas including parks, streets, along the beachfront, within villages, commercial districts, neighborhoods, on a specific island, etc. The Parks, Beaches, and Recreation Commission, with the assistance of Public Works Department staff, shall designate the type, style, design, and placement of City-owned benches on City property.

- a. An inventory of designated benches and available bench locations will be maintained by the City.
- b. Donation requests must be submitted to the Public Works - Municipal Operations Division and meet the following requirements:
 - i. Bench donations along a city street, beachfront or other public right of way will require the approval of the Deputy Public Works Director.
 - ii. Donations for a bench within a commercial district will require notification of, and an endorsement from, the local business association, if applicable.
 - iii. Donations for a bench to be located at a park or facility within a residential community will require notification of residents and any established homeowners association or common interest development, when applicable, within 300 feet of the proposed location for placement.
 - iv. Donations for four types of benches, and any exception to the following, must be approved by the Parks, Beaches and Recreation Commission. Donors can choose from the following:

1. Santa Monica Style – Standard Park Bench with concrete legs and composite bench seat slats;
2. Huntington Beach Style - Standard Concrete Park Bench;
3. Victoria Style – Backless Standard Concrete Park Bench; or
4. Infinity Style – Standard Park Bench with metal legs and composite bench slats. Comes in standard or backless.

3. Park, Public Improvement, and Street Amenities

Donations for other amenities such as drinking fountains, tables, and other equipment that will improve public places in parks, in and/or around public buildings, streets, walkways, and trails may be offered to the City.

- a. Donations for other amenities will be identified and approved by City Staff.
- b. Donation of funds for public amenities valued at or below the amount set forth in City Council Policy F-3 may be accepted by the City Manager.
- c. Donation of funds for public amenities valued at the amount set forth in City Council Policy F-3, and above, requires City Council approval.
- d. Donations of funds for public amenities to be installed on public sidewalks shall meet the criteria described in Policy L-6 Encroachments in Public Rights-of-Way and be approved by the Public Works Director.

C. Naming Rights

Donors may receive naming rights on capital improvement projects for which any donation matches or exceeds 75% of the total budgeted cost for the area benefiting from the donation. All such donations will be submitted to the City Council for acceptance of the donation and the name to be applied to the project in keeping with City Council Policy B-9 – *Naming of City Parks & Facilities*.

D. Sponsorships

Special Events are recognized as fundraising activities. Where donations or sponsorship of a special event will require some form of recognition, and, in order to provide recreational opportunities, corporate or organizational sponsors may be recognized by use of logos and name on event banners and signage. Signs and literature at all such special events is at the discretion of the appropriate Department Director. The size, scale and location of corporate logos and names should not dominate the event facilities or area. Corporate logos and/or names should not be displayed in a manner that would, in any way, suggest the endorsement of the Department or the City. All signs must comply with the City's existing sign code and Council Policies B-3 and B-8.

E. Right to Decline

The City of Newport Beach reserves the right to decline any donation if, upon review, acceptance of the donation is determined to not be in the best interest of the City.

F. Special Privileges

Making a donation or co-sponsoring a special event does not entitle a sponsor/donor to any special privileges other than those stated in this policy such as recognition or displays at events, unless otherwise agreed upon and approved by the Department Director or the City Council when appropriate.

G. Timeliness

All donations are limited to a period of 10 years or until the end of the useful life of the item. After 10 years, or the end of the useful life of the item, whichever comes first, reasonable effort will be made to contact the original donor (City will attempt to make contact for no more than 30 days if donor is unable to be reached) for a right of first refusal to keep the donation in their name. If denied, or the donor is unable to be reached, the location may become available for a new donation.

H. Acknowledgements

1. Letter of acceptance of donation will be sent to the donor.
2. In some cases, recognition of donations may be given at Commission or Council Meetings.

3. A donor will receive a certificate of acknowledgement for the donation and their name will be placed on the GIS Donation map, with coordinates of the location of their donation.
4. Donations are not eligible for donation plaques, however the donor will be provided with a certificate acknowledging the donation and the location of the donated item.

History

Adopted I-15 – 7-22-1991 (“Park Improvement Donation”)

Amended I-15 – 1-24-1994 (changed to G-5)

Amended G-5 – 6-27-1994

Amended G-5 – 6-24-1996

Adopted B-17 – 5-9-2006 (“Park, Facilities, & Recreation Donations”, incorporation G-5)

Amended B-17 – 2-24-2009

Amended B-17 – 6-26-2012

Amended B-17 – 8-8-2017

Amended B-17 – 9-10-2019

POLICY TITLE NAMING OF CITY PARKS, FACILITIES AND FACILITY AMENITIES

POLICY STATEMENT:

This policy intends to address the following naming situations:

1. The opening or reopening of parks, facilities, and facility amenities
2. Providing recognition of financial contributions
3. Honoring individuals or organizations in recognition of their significant contributions to the community.

The criteria for naming rights will include the following:

1. The person or organization has a longstanding affiliation with the City
2. The name provides a sense of place, reflecting the geographic location, community, neighborhood or street where the park, facility or amenity is located
3. The name recognizes the historical significance of the area or reflects unique characteristics of the site
4. The names of persons, organizations, corporations, foundations or families will be considered when they have made a significant contribution to the City by:
 - a. Enhancing the quality of life and well-being of the City
 - b. Contributing to the historical or cultural preservation of the City
 - c. Contributing toward the acquisition, development or conveyance of land or building
 - d. Making exemplary or meritorious contributions to the City
5. If named in memorial, the individual must be deceased at least one (1) year, have been a resident of Santa Cruz, and/or have made a significant contribution to the community in terms of improvement of quality of life.

Names will not be chosen that:

1. Cause confusion due to duplication or names sounding similar to existing locations within the City of Santa Cruz
2. Are the name of companies whose business is substantially derived from the sale of alcohol, tobacco, firearms and/or pornography
3. Are discriminatory or derogatory considering race, gender, creed, religious or political affiliation, or other similar factors.

Where the name of an individual is recommended, consent shall be obtained from the individual or their next of kin prior to the City Council's public consideration.

Where the naming opportunity is the result of a financial contribution, the following factors must be considered:

1. The significance of the contribution made, relative to the construction and/or operating costs of the parks, facilities, and amenities within those facilities
2. The cost of establishing the naming option (costs to be determined by the responsible Department on an individual basis).

The duration of naming rights of parks, facilities, and amenities within those facilities shall be decided or negotiated on a case-by-case basis. Naming rights of parks, facilities, and amenities may be renewed by mutual agreement between the parties.

Existing names will not be changed without consideration of the historical significance of the existing name, the impact on the individual or organization previously named, the cost and impact of changing existing signs, rebuilding community recognition and updating records (i.e. letterhead, databases, and promotional materials).

Each application will be considered on a case-by-case basis. Applicant(s) shall submit a written request for naming rights to the corresponding Department Director, with justification to aid in considering the proposal. The proposed name shall be placed on the appropriate Commission agenda (if required), allowing appropriate time for review by the Commission, and to publicize and receive input from the public at the Commission meeting. The Commission's recommendation will be forwarded to the City Council for determination of the official name.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by motion May 23, 2006

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VOTER'S PAMPHLET

MEASURES, ANALYSES AND ARGUMENTS

(whichever is applicable to your ballot)
Arguments in support of, or in opposition to, the proposed laws are the opinions of the authors.

CITY OF WATSONVILLE

J Shall the Watsonville Municipal Code be amended to add a procedure that requires public places (as defined) be named only after being nominated by a member of the City Council and voted upon by voters in the City of Watsonville at a General or Special Municipal Election?

FULL TEXT OF BALLOT INITIATIVE MEASURE J

ORDINANCE NO. _____ (CM)

FORM OF ORDINANCE BY THE VOTERS OF THE CITY OF WATSONVILLE AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE WATSONVILLE MUNICIPAL CODE BY ADDING CHAPTER 7 (NAMING OF PUBLIC PLACES) REQUIRING THE NAMING OF PUBLIC PLACES TO BE DONE SOLELY WITH VOTER APPROVAL ELECTION ON JUNE 3, 2014

EFFECTIVE DATE:

THE PEOPLE OF THE CITY OF WATSONVILLE, CALIFORNIA, DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

Title 1 (General Provisions) of the Watsonville Municipal Code is hereby amended by adding a new Chapter 7 (Naming of Public Places).

CHAPTER 7 NAMING OF PUBLIC PLACES

Sec. 1-7.01 Naming of Public Places.

The naming of all public places within the City of Watsonville or owned by the City outside of the City limits shall be approved by the voters of the City of Watsonville, voting at either a General Municipal Election or Special Municipal Election. It is the intent of the voters that this initiative shall be retroactive to the date of the submission of the Notice of Intent to the City Clerk.

Sec. 1-7.02 Definitions.

The definition of public places, as used in this measure shall mean Parks, Buildings, Bridges, Plazas, Courtyards, or Airports.

Sec. 1-7.03 Procedures for Naming Public Places.

If the City seeks to name a public place as defined in this measure, each of the seven (7) City Council Members will have the right to nominate a proposed name for the respective public place to be named and each nominated name will be placed on the ballot for the voters of the City to vote on. Any City Council Member will have the right to nominate the exact same name as selected by any other Council Member, but any name nominated by more than one Council Member will appear only once on a ballot for the voters to select from.

(a) At no time shall there be more than seven (7) different names on a ballot for the voters to select from for the naming of an individual public place.

(b) The name receiving the highest number of votes at the city-wide election will be used as the official name of the public place that is sought to be named by the City.

PART 2: General Provisions.

In order to ensure the effectiveness of the proposed changes to the Municipal Code, the voters intend to make this initiative retroactive and apply to any proposed names considered for naming by the City Council on or after the date of submission of the Notice of Intent to the City Clerk.

SECTION 2. SEVERABILITY.

If any provision of these Sections or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provision or applications of the Article which can be given effect without the invalid provision or application, and to this end the provision of these Sections are severable.

SECTION 3. EFFECTIVE DATE.

This Ordinance shall be in force and take effect ten (10) days after the City Council declares the vote of the June 3, 2014, California Primary Election pursuant to California Election Code Section 9217.

IMPARTIAL ANALYSIS BY CITY ATTORNEY MEASURE J

Citizen Initiative - Ordinance

Signatures were gathered to place Measure J on the June 4, 2014, ballot to ask Watsonville voters to approve an ordinance to change how public places are named in the City of Watsonville. This measure would amend the Watsonville Municipal Code by adding a new Chapter 7 to Title 1 entitled "Naming of Public Places."

Presently, before the Council names a public place, the City's Parks and Recreation Commission conducts a public hearing to consider the proposed name. Any name recommended is forwarded to the City Council for a second public hearing. If a majority of the Council agrees with the recommendation of the Parks and Recreation Commission, the name is formally adopted by majority resolution. That name remains until the name is changed or abandoned by the Council under the same process. One example of a place named this way is the Gene Hoularis and Waldo Rodriguez Youth Center which the Council named about 1992.

Some public places in Watsonville receive names without Council action. Some parks are named for nearby geographical features, subdivisions or streets: Las Brisas Park, Seaview Ranch Park, and Hope Drive Park. Some are named after the owner of the land: Hansen Temporary Park and Romo Temporary Park. Some places are required by the donor as a condition of a gift of land to remember the person associated with that land: Muzzio Park, Martin J. Franich Park, and Emmet Courts Park are examples. Some places are named by department staff. Some examples are One Police Plaza, the Fowle Booster Pump Station, the Watsonville Slough Bridge, Fire Station 2, and "WaterLab" the new laboratory at the City's waste water treatment plant shared with UCSC.

The measure would instead require a vote at either a "General Municipal Election" held in November of even numbered years or at a "Special Municipal Election" held on an election date provided by law, before the City may "officially" name any such public place. Public places are defined as parks, buildings, bridges, plazas, courtyards or airports.

The Measure provides that before "the City" seeks to name a public place, each member of the Council is allowed to propose one name for the public place and each name is then placed on the ballot for the next election. The name receiving the most votes will then be used as the "official name" of the public place.

The measure would be permanent. It will remain in effect until or unless changed by the voters.

A "Yes" vote is a vote to approve the ordinance and adopt this new method of naming public places. A "No" vote would reject the change and maintain the present status.

This Measure would be approved if a majority (more than fifty percent) of those voting vote yes.

You can also visit the Santa Cruz County Elections Department Website: <http://www.votescount.com/jun14/lm.htm#meaj>

March 18, 2014

s/ Alan J. Smith
City Attorney

City of San José, California

COUNCIL POLICY

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 1 of 11	POLICY NUMBER 1-17
EFFECTIVE DATE March 23, 2004	REVISED DATE August 21, 2012	
APPROVED BY COUNCIL ACTION		

PURPOSE

To encourage and support departments in the development of partnerships to aid in revenue generation and Fundraising and Sponsorship efforts that are consistent with existing City policies, procedures and applicable laws.

BACKGROUND

The City of San José has a tradition of creative and innovative solutions that sustains ongoing services for our residents; the City continues to look for ways in which Public-Private Partnerships provide Donations, funding and volunteer assistance to support and enhance City services.

POLICY

It is the Policy of San José to encourage and support individual Departments and City-related foundations to pursue Donations, Sponsorships and other Fundraising activities with the purpose of creating opportunities for partnerships and enhancing revenue for department priorities. Individual Departments, through the approval of the City Manager and/or City Council, shall develop Sponsorship and Fundraising programs that meet the requirements set forth in this Policy.

GENERAL PROVISIONS

1. This policy is intended to establish a framework to direct the City Departments and the City Manager in establishing Donation, Sponsorship, and Fundraising programs so that the Departments may properly consider and address the different economic, procedural and legal issues that may be associated with Donation and Sponsor solicitation and recognition, including those related to City-related foundations.
2. This policy is intended to support the City's ability to increase revenue and partnerships and does not limit the City's ability to apply for grant funding.

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 2 of 11	POLICY NUMBER 1-17
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3. The City encourages the acceptance of Donations or Sponsorships if the Donation or Sponsorship provides a significant enhancement to the City, enhances or reduces costs the City would incur in the absence of its acceptance, or if it otherwise benefits the City in a manner that provides a net savings to the City.
4. The City encourages Donations of materials with the understanding that such items have a useful life. Once a Donation is accepted, it becomes City property and the City may decide to maintain, replace or dispose of the item unless the Donation is explicitly accepted by the City subject to restrictions.
5. Unrestricted Donations are preferable to restricted Donations.
6. Definitions of terms used in this policy are set forth below.

AUTHORITY

1. The Director of each Department shall submit to the City Manager for approval, written Sponsorship, Donation, and/or Fundraising programs to be implemented by Departmental staff.
2. The City Manager is hereby authorized to approve Sponsorship, Donation and/or Fundraising programs and to issue requests for proposals to engage in similar Donation or Sponsorship solicitation activity. City Council approval is required if any of the following conditions are met:
 - a. A proposed Donation or Sponsorship is of a value or term in excess of the City Manager's contract authority under Chapter 4.04 of the San José Municipal Code (including a fair market valuation of in-kind contributions);
 - b. A proposed Grant of any Donor or Sponsorship recognition rights has a value in excess of amount the City Manager's contract authority as set forth in Chapter 4.04 of the San José Municipal Code; or
 - c. Agreement to name any City property after any individual or entity unless expressly provided otherwise in the City Council Policy on Naming of City-Owned Land and Facilities (Policy 7-5).
3. The City Manager may delegate authority to the Department Director to approve a Department's Sponsorship, Donation and/or Fundraising program which delegation may not exceed the City Manager's authority unless also approved by City Council.

CITY-RELATED FOUNDATIONS

Some City-related foundations have been created to facilitate additional City services and resources through Public-Private Partnerships. The boards of the foundations have been developed by recruiting directors with specific expertise, business connections and

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 3 of 11	POLICY NUMBER 1-17
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fundraising ability. This section is intended to provide guidance to staff to evaluate whether to accept Donations, grants, or other forms of financial or in-kind assistance provided by City-related foundations in light of any actual or potential conflict of interest and the appearance of a conflict of interest.

Guidelines

1. City-related foundations should develop their Donation, Sponsorship, and/or Fundraising policies in consultation with the beneficiary City Department(s) and the City Attorney's Office in order to avoid any actual or potential conflict of interest or the appearance of a conflict of interest. The Library Department's 2004 "Guidelines for Contributions to the City of San José and Recognition of Donors for the Library Fundraising Campaign," the "San José Police Foundation Conflicts of Interest Policy," and the "San José Parks Foundation Conflict of Interest Policy" are incorporated by reference as conforming to this policy.

City staff shall ensure that City-related foundations develop conflict of interest policies that are timely and conform to the guidelines as set forth below for development of new Donation, Sponsorship, and/or Fundraising policies for City-related foundations.

2. Directors or designees of City Departments that receive assistance from a City-related foundation shall conduct, at a minimum, an annual review of the following:
 - a. The membership of the foundation's board to determine whether the addition of a particular person on the board raises an actual or perceived conflict;
 - b. Annual signed statements from each foundation board member and principal officer affirming that such person has received, read, understands and agrees to comply with the conflict of interest policy; and
 - c. The foundation's current conflict of interest policy to determine if any material change has been made to the policy that may affect the decision to accept funding or any other benefit from the City-related foundation.
3. At a minimum, new Donation, Sponsorship, and/or Fundraising policies developed for City-related foundations should set forth the following elements relating to conflict of interest:
 - a. The purpose of the policy;
 - b. Procedures relating to the duty and opportunity of a member of the board or employee to disclose an actual or possible conflict of interest, how the board will determine whether a conflict of interest exists, how a conflict of interest will be addressed, and how violations of the conflict of interest policy will be addressed;

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 4 of 11	POLICY NUMBER 1-17
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- c. Annual signed statements from each foundation board member and principal officer affirming that such person has received, read, understands and agrees to comply with the conflict of interest policy; and
- d. Periodic reviews by the board of the City-related foundation and/or outside advisors regarding whether the foundation's transactions conform to the foundation's written policies, are properly recorded, reflect reasonable investment or payment for goods or services, further charitable purposes and do not result in an impermissible private benefit or excess benefit transaction.

DEPARTMENT PROCESS

Guidelines

1. Individual departments shall develop their Donation, Sponsorship, and/or Fundraising programs in consultation with the City's Attorney's Office and which shall be approved by the City Manager. In its simplest form, a Department program may consist of a memorandum to the City Manager indicating the following:
 - a. Goal of the sponsorship, donation, and/or fundraising activities;
 - b. Timeframe for the program;
 - c. Target audience and method of outreach; and
 - d. Procedure for acceptance and reporting of activities, ensuring internal controls.
2. Where a more elaborate plan is needed, a Department program may set forth:
 - a. The types of Donor or Sponsor recognition that is available for specified value of Donorship or Sponsorship, subject to City Council approval if the value of recognition is beyond the contract authority of the City Manager;
 - b. Individual Departments may offer official City endorsement of entity, product, or service based on the City Manager-approved Sponsorship program and Sponsorship Agreement, and further subject to City Council approval if the value of official City endorsement is beyond the contract authority of the City Manager;
 - c. The Sponsorship level or range of Sponsorship levels for the naming of the City property if permitted by the City Council Policy on Naming of City-Owned Land and Facilities (Policy 7-5) or otherwise approved by City Council;
 - d. Specified or maximum sizes and identification of location(s) of any signage in recognition of the Donation or Sponsorship and any restrictions on the text of the recognition signage; and
 - e. A Net Benefit Analysis may be conducted which may only be utilized for the City's internal review of the proposed Donation or Sponsorship and is not intended to provide any information to third parties. This Net Benefit Analysis should include evaluation of factors such as:

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 5 of 11	POLICY NUMBER 1-17
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- i. The administrative costs of obtaining the Donation or Sponsorship;
 - ii. The anticipated additional costs and/or anticipated savings in the following areas:
 1. Capital costs;
 2. On-going operational costs;
 3. On-going Maintenance costs;
 4. Repair costs;
 5. Clean-up costs;
 - iii. Costs for compliance with any restriction on the Donation or Sponsorship or estimated reduction in value of benefit due to the restriction;
 - iv. Any additional potential liability that the City may assume by accepting the Donation or Sponsorship including any requests for deviation from the City's typical standard requirements, such as the level of indemnification, insurance, bonding, or warranties requested. Requests for modification of an indemnification provision in relation to a Donation or Sponsorship would follow Administrative Policy regarding Mutual Indemnification in Donated Services;
 - v. Costs of management of City's obligations of a Donation or Sponsorship;
 - vi. The financial ability of the donor or Sponsor if some of these costs are to be covered by the Sponsor or Donor; and
 - vii. The City's ability to fund any uncovered costs set forth above.
3. The Department staff designated to oversee the Department's Donation, Sponsorship and/or Fundraising activities will ensure that the proposed Donation, Sponsorship and/or Fundraising program does not conflict with existing Municipal Code provisions, City policy or existing City Sponsorships. Department staff shall also ensure that the City property involved is not subject to restrictions that would limit or prohibit the proposed Donation or Sponsorship.(1)
4. The Department staff accepting items donated to the City will ensure that the items are safe and durable, and meet any applicable City design or quality specifications, standards, and policies.
5. Where applicable, the Department's Donation, Sponsorship and/or Fundraising program shall set forth the conditions for acceptance of funds. Conditions shall be fair, impartial and shall not discriminate on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, or political views of the proposed Donor.
6. Any Department considering acceptance of a Donation or Sponsorship that may impact or affect other Departments shall consult with those Departments prior to acceptance of the proposed Donation or Sponsorship.(2)
7. It shall be the goal of any Departmental Donation, Sponsorship and/or Fundraising

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program to find Donors or Sponsors providing the highest net benefit to the City, along with consideration of the quality of product or service to be received by the City.

8. All Donations in cash shall be deposited and recorded with the Finance Department and deposited within the current gift trust fund policies.
9. Unaccepted Donations will be returned to the Donor.
10. Donations, including unrestricted cash Donations, made directly to the City shall be recorded on the City's "Donation Acceptance Form."

Sponsorship Agreements

After the selection of a Sponsor by the City Council, City Manager or Department Head, as appropriate, the terms of the Sponsorship, including any expectation of a significant return or recognition, shall be set forth in a written Sponsorship Agreement approved as to form by the City Attorney.

City Manager may include renewals of a Sponsorship agreement at the City's option, provided that the aggregate of all of the renewals is within the City Manager's contract authority under the Municipal Code. Any renewal shall be subject to annual appropriation of City Council if City funding is involved. Sponsorship Agreements or Donation Agreements involving City parks may also be subject to the term limitation of Section 1700 of the City Charter or the Municipal Code.

Costs, Accounting and Record Keeping

Departments shall maintain records that provide an audit trail for the receipt of all Sponsorships and Donations. Departments shall also comply with the following requirements:

1. All Donations and Sponsorships and the revenue, products, and services received shall be recorded and maintained for at least the expected life of the item or service, or for a specific time frame that has been established in the Donation Agreement or Sponsorship Agreement.
2. Donations or Sponsorships paid for with a monetary contribution shall not be paid to staff in cash unless approved, in advance, by the Department Director and receipt of cash is properly documented.
3. A record of all Sponsorships and Donations including name, type, contact name if a company, amount, and disposition of Sponsorship shall be kept up-to-date and accurate.
4. Departments shall report any Donations or Sponsorships received by the Department through reports to City Manager.

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 7 of 11	POLICY NUMBER 1-17
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OTHER DONATIONS OR CONTRIBUTIONS

1. Real Property Contributions

a. Restricted Donations of real property may be offered to the City for specified purposes. The City will review the conditions of the restrictive Donations of real property and determine if the benefits to be derived warrant the acceptance of the Donation. All Donations of title to real estate, no matter how small, require City Council approval after proper investigation and due diligence is conducted by staff.

i. For any buildings and structures donated to the City, the City administration shall also conduct its net benefit analysis. It is the policy of the City of San José that the following apply to Donations of buildings or structures:

1. The Donor may pay the cost for moving and/or construction of a donated structure and:

a. The City may pay the insurance and/or bonding required or assume the liability risk under its current self-insurance provisions where appropriate.

b. It is preferred that costs for project-related architectural, engineering and inspection costs incurred by City, including staff time, be paid by Donor but may be subject to mutual contribution by City and Donor if set forth in the Donation Agreement. A Donation involving real estate is more complex than cash Donations and the Donation Agreement documenting a real estate-related Donation should be prepared by and approved by the City Attorney's Office.

ii. For buildings and structures which are donated and approved by City Council, affecting City parks, and accepted by the Director of the Parks, Recreation and Neighborhood Services Department:

1. If the approved Donation is anticipated during an upcoming fiscal year, and if the City Manager or Designee agrees that payment of the project-related architectural, engineering and inspection costs is to the City's benefit, these project-related estimates should be requested during the annual budget process and subject to appropriation by City Council. If the approved Donation is not anticipated during the annual budget process, the Director of PRNS will determine if any existing Capital funds are eligible and appropriate to be used to accept the donation. If there are no eligible and appropriate existing Capital funds, the Director of PRNS will return to Council with a funding recommendation.

2. The cost allocation method stated here for PRNS projects should also be utilized by other City departments in the event that a donation of real

TITLE DONATION, SPONSORSHIP AND FUNDRAISING POLICY	PAGE 8 of 11	POLICY NUMBER 1-17
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property proposal is presented.

2. Works of Art Contributions

If a contribution is proposed related to a work of public art covered by the City's Art in Public Places ordinance, currently found in Chapter 22.08 of the San José Municipal Code, the City's review and acceptance of the proposed contribution of public art shall be conducted in accordance with the City's Art in Public Places ordinance, which shall include the review and recommendation of the City's Arts Commission and compliance with any policies adopted regarding donations of works of public art. Any time a Donation of a work of art or a contribution toward the acquisition of a work of art that would not ordinarily be covered by the City's Public Art Ordinance is proposed for the City, the City Department that operates or maintains the site of the proposed work of art shall submit the proposed Donation to the Arts Commission for the Arts Commission's recommendation regarding acceptance of the proposed Donation of public art.

DEFINITIONS

- Fundraising: Any activity conducted with the intent of soliciting Donations, Sponsorships or other financial contributions to the City or to a particular Department or activity of the City. Fundraising activities may include, but are not limited to, City grant proposals, City responses to Request for Proposals issued by other agencies, foundations or funding agencies, endowment programs, adoption or pledge drives, and contacting individuals, companies, foundations, or other entities with the primary purpose of receiving financial support for the City.
- Sponsorship: A "Sponsorship" typically means a person or entity that provides the City with financial support for an activity, City program or City facility, typically in exchange for the City providing more than nominal recognition of its financial support, which distinguishes a Sponsorship from a Donation. Financial assistance provided by a Sponsor may consist of cash and/or in-kind contributions.
- Donation: A Donation to the City means a person or entity providing the City with financial support or property of a value exceeding the City's payment for such item. Furthermore, a Donor typically does not expect to receive a substantial return or recognition from the City in return for the Donation. A Donation may consist of cash, real property (land) or an in-kind Donation. Donations may be unrestricted or restricted by the Donor.
- Stock Donations: Stocks are the proprietorship element in a corporation usually divided into shares and represented by transferable stock certificates. Current rules require the City to immediately sell stock Donations upon receipt unless the stock was received through a gift or bequest with restrictions on its sale.
- In-Kind Contributions: A contribution of an item or object other than cash or real property, which would serve a useful purpose in the provision of City services.

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Examples of in-kind contributions may include equipment, materials or services.

- Donor: A company, organization or individual who provides the City, or one of the City departments, an item or service without expectation of significant return or recognition.
- Restricted Donation: A Donation made to the City where the Donor has restricted its use to a specified purpose.
- Sponsor: A company, organization or individual who provides the City with funding support for a program, activity or facility in the form of a Sponsorship, and who expects significant recognition in return.
- Sponsorship Agreement: A negotiated agreement between the City and a company, organization or individual whereby the City makes a Sponsorship opportunity available and enters into an agreement with a company, organization or individual to pay a fee in cash, products, services or a combination thereof, for recognition rights related to certain identified City-owned commercial or marketable assets. A Sponsorship Agreement may permit a limited form of advertising opportunity for a company, organization or individual in exchange for the fee paid to the City, subject to the terms of this Policy and subject to the approval of the City Manager and the City Attorney's Office.
- Unrestricted Donations: A Donation made to the City where the Donor has placed no limitation on its use.
- Amenity: An "Amenity" is an improvement located on City property which is less than the entire portion of a City property, such as a wall at a park, a plaza in front of a City building, a trail located along City property, an interior room or rooms in a building. A fully enclosed structure such as a City building with walls and roof (examples being a community center, stand-alone gym, warehouse, or stand-alone building housing a restroom and locker room) is more substantial than an Amenity, and City Council approval is required before granting naming rights. An Amenity may include any of the following if located on City property: plazas that constitute only a portion of a larger parcel of City property, gazebos, archways, paths, athletic facilities that are not fully enclosed structures, playing fields, portions of aquatic facilities that are not enclosed structures or City buildings, picnic areas, tot lots, play structures, hard courts, and trail segments. If the administration is unsure if a specific City improvement is an Amenity or more substantial than an Amenity, the City Manager shall seek direction from the City Council Rules and Open Government Committee.
- Works of Art: Includes, but is not limited to, physical art that may be an integral part of a public site or building, or that may be integrated with the work of other design professionals. Examples of public works of art include sculptures, murals and paintings, earthworks, neon, glass, organic materials, mosaics, photographs, prints, film, any combination of media forms, or hybrids of any media.

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DISCLAIMERS

1. Different forms of contributions to the City present different opportunities and challenges. Therefore, it is not possible to establish blanket guidelines to cover all types of Donation or Sponsorship activity that the City may decide to pursue.
2. Unless expressly stated otherwise, the City does not intend to modify or change the non-public forum status of any City property by providing Donor recognition or Sponsorship recognition on City property.
3. The making of a Donation or Sponsorship to the City will not provide any extra consideration to the Donating or Sponsoring party in relation to any City procurement, any regulatory activities of the City, or other City business. No City employee or other City Official is authorized to offer any such extra consideration to a donating party.
4. Any Donation or Sponsorship which, if accepted, would obligate the City to enter into a service or procurement agreement should be reviewed under the City procurement process.
5. The City encourages Donations of materials with the understanding that such items have a useful life, and that the City assumes no responsibility for replacement or upkeep. Once a Donation is accepted, it becomes City property and the City may maintain, replace or dispose of the item unless the Donation is explicitly restricted.
6. The City cannot guarantee the tax deductibility of a Donation, but may provide the donating party with a letter of acknowledgement and a statement of the City's intended use.
7. City staff shall maintain the highest standard of ethics in Fundraising activities. All Donations or Sponsorships must directly enhance the City's ability to provide goods or services to the public or for another valid public purpose, and may not be used for personal financial gain of any City employee.
8. City employees who have primary responsibility for the procurement of services, supplies, materials and equipment or public works should not engage in solicitation of Donations or Sponsorships.
9. City employees may only solicit Donations or Sponsorships pursuant to the individual Department's Donation, Sponsorship, and/or Fundraising programs approved by the City Manager. City employees working in an enforcement or regulatory City position (i.e. Police and Fire, Code Enforcement, and Environmental Services) shall not solicit Donations or Sponsorships from the public while they are wearing a City uniform, unless they receive explicit permission from the City

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Manager via their Department's written Donation, Sponsorship, and/or Fundraising programs.

10. At any time, a Department, if approved by the City Manager, or the City Manager may reject any Donation or Sponsorship offered to the City.

End Notes

(1) These could include, but are not limited to, Chapter 4.04 of the San José Municipal Code, the Naming of City owned land and facilities (See Policy Number 7-5, Naming of City-Owned Land and Facilities) and the Code of Ethics (Policy Number 0-15), the City's Zoning Code (Title 20 of the San José Municipal Code) and Sign Ordinance (Title 23 of the San José Municipal Code), City procurement requirements, the Prevailing Wage and Living Wage Policies, Uses of Public Property (Policy Number 6-16), the California Environmental Quality Act, and the Long-term Use of City Parklands for Private Enterprise Purposes (Policy Number 7-8). One example of property-specific issues to be considered when developing Donor recognition guidelines and other contribution recognition guidelines is whether the property was funded through tax-exempt bonds. Donor recognition guidelines for such types of property shall take into account IRS regulations, among other factors specific to those properties.

(2) A Department shall be deemed affected by a proposed Donation if it is likely that the Department would incur additional cost or staff time if the Donation were accepted. For example, other Departments may incur costs to provide management, support, maintenance, and repair or enforcement activity in relation to the Donation or Sponsorship.

City of San José, California

COUNCIL POLICY

TITLE NAMING OF CITY-OWNED LAND AND FACILITIES	PAGE 1 of 5	POLICY NUMBER 7-5
EFFECTIVE DATE April 24, 1972	REVISED DATE June 8, 2010	
APPROVED BY COUNCIL ACTION 4/24/72; 11/03/92, Item 9c; 11/23/93, Item 7(b)(6)(d); 6/8/2010, Item 2.18, Res. No. 75393;		

The City of San José has a naming policy to guide the naming of public land and facilities. This revision updates the criteria and process to be used in considering the naming or renaming of public land and facilities, other than City streets, which is covered in City Council Policy 6-5.

PURPOSE

To establish Council policy regarding the determination of names to be given to City-owned land and facilities that are not City streets.

POLICY

It is the policy of the City of San José to determine names for City-owned land and facilities after following the procedures set forth herein.

It is the Policy of the City of San José to encourage:

1. Naming which reflects the City's ethnic and cultural diversity;
2. Recognition of distinct geographic, environmental or developmental features, or names of historical significance in naming City lands and facilities;
3. Recognition of individuals who have made a significant contribution to San José, the State, the Nation or the World;
4. Naming as early in the capital planning and development process as possible; and
5. Sponsorship through significant funding support from private donors for the construction and/or ongoing maintenance and operations of City lands and facilities in exchange for naming options. The minimum sponsorship or donation amount necessary to achieve the level of significant sponsorship or donation shall be determined by the responsible Department's Fundraising and Sponsorship guideline¹ as approved by the City Manager, unless otherwise approved by City Council.

BACKGROUND

The City Council of the City of San José is responsible for the naming of City-owned land and facilities. From time to time, the public desires to have City-owned land and facilities such as parks, athletic fields, the airport and golf courses, be named after venerated individuals, geographic features, or prominent organizations. Furthermore, the policy creates opportunities for the City to attract potential donors and sponsors who contribute significant funds to assist

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the City in construction, maintenance, or operations of City lands and facilities, in exchange for naming rights.

IMPLEMENTATION GUIDELINES

GENERAL PROVISIONS

I. ESTABLISHMENT OF A NEW NAME FOR CITY-OWNED LAND AND FACILITIES

1. A public hearing by the appropriate Commission or Council Committee shall be held in order for the proper body and responsible Department to develop a recommendation to the City Council.
2. Potential names shall be considered if reflective of at least one of the following criteria:
 - a. Geographic location
 - b. Prominent geographic feature or local reference point
 - c. Adjoining subdivision/community
 - d. Historical event
 - e. A deceased individual (see criteria below)
 - f. An individual via a donation or sponsorship agreement
 - g. A group via a donation or sponsorship agreement
3. Consideration shall be given to the naming of City-Owned land and facilities after an individual only if one of the following criteria has been met:
 - a. The individual has been deceased for at least 5 years, and made significant contributions to the City through a long-term commitment to providing benefit to the residents and visitors to San José.
 - b. The individual has been deceased for at least 5 years, and made significant contributions to the State, the Nation or to the World through a long-term commitment to providing benefits to others, and the results of these efforts have also provided significant benefits to San Jose's residents and visitors.
 - c. A donation or sponsorship from an individual, deceased or living, of a significant level (as determined by the appropriate Department's City Manager approved Fundraising and Sponsorship Guidelines consistent with this Policy)) has been accepted by the City in exchange for naming City property or facility after the individual.
4. This Policy is intended to apply to the naming of City lands such as entire parks or other City facilities that are more substantial than an "amenity" (as defined in Other General Provisions #3 below) and requires City Council approval in conformance with this policy. Any capital campaign materials and all Fundraising and Sponsorship Guidelines shall indicate that no naming rights may be granted and the City shall not be obligated to name land, parks or any other facility that is more substantial than an amenity,

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notwithstanding any payment to the City, unless and until City Council has approved the naming of the land or facility pursuant to this Policy.

II. DONATION AND SPONSORSHIP

1. Consideration shall be given to the naming of City-owned land and facilities to a living individual, a group or private entity through a donation or sponsorship, only if one of the following criteria has been met:
 - a. The land or the money for its purchase has been donated for the benefit of the individual, group or entity.
 - b. A substantial financial contribution to the City (as determined consistent with this Policy) for the improvement, upkeep or operation of the land or facility has been provided to the City in exchange for the naming of the land or facility.
 - 1.b.1. The contribution amount must be in alignment with the responsible Department's Fundraising and Sponsorship Guidelines as stated in Council Policy 1-17.

III. RENAMING OF CITY-OWNED LAND AND FACILITIES

1. It is the policy of the City to retain long-standing names of City-owned land and facilities unless the following criteria has been met:
 - a. An individual, group, or private company has made a substantial contribution to the City for the acquisition, improvement, upkeep, or operation of the land or a facility, and in accordance with City Council Policy 1-17 and pursuant to a Department's approved Fundraising and Sponsorship Guidelines, unless otherwise approved by City Council.
 - b. Even if funds are offered in exchange for naming rights, staff shall make reasonable efforts to have the donor or sponsor agree to incorporate the existing name into a newly recommended name while still acknowledging the funding support of the donor or sponsors. An example of this proposal would be "Dr. Roberto Cruz, Alum Rock Library". Nothing herein limits the requirement of City Council approval for naming rights pursuant to this policy.

IV. OTHER GENERAL PROVISIONS

1. The San José Municipal Code established limits upon the City Managers' contracting authority in Chapter 4.04 of the San José Municipal Code, as it may be amended from time to time.
2. The naming of interior rooms of City-owned facilities, smaller areas within a park, and other "amenities" on City-owned land will not be required to follow this Policy but may be named subject to the City Manager's approval.

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3. An “amenity” is an improvement located on identifiable City property such as a wall on a park, a plaza in front of a City building, a trail located along City property, an interior room or rooms in a building. A fully enclosed structure such as a City building with walls and roof (examples being community center, stand-alone gym, a warehouse, or stand-alone building housing a restroom and locker room) is more substantial than an amenity and City Council approval is required before granting naming rights. An amenity may include the following if located on City property: plazas located that constitute only a portion of a larger parcel City property, gazebos, archways, paths, athletic facilities that are not enclosed structures or stand-alone City buildings, picnic areas, tot lots, play structures, hard courts, and trail segments. If the administration is unsure if a specific City improvement is an amenity or more substantial than an amenity, the City Manager shall seek direction from the City Council Rules Committee.
4. Guidelines for amenities and interior naming opportunities is a part of the Department's internal Fundraising and Sponsorship guidelines as referenced in City Policy 1-17. ²
5. The staff of the Department overseeing the consideration of the naming rights will ensure that implementation of this policy does not conflict with existing Municipal Code provisions or existing City policy.
 - a. These could include, but are not limited to, Chapter 4.04 of the San José Municipal Code, Donation, Sponsorship, and Fundraising Guidelines (Policy 1-17), the Code of Ethics (Policy 0-15), the City's Zoning Code (Title 20 of the SJ Municipal Code) and Sign Ordinance (Title 23 of the SJ Municipal Code), City procurement requirements, the Prevailing Wage and Living Wage Policies, Uses of Public Property (Policy 6-16), the California Environmental Quality Act, and the Long-Term Use of City Parklands for Private Enterprise Purposes (Policy 7-8).

V. THE NOMINATION PROCESS

All requests to City Council, including those developed by City or Agency Staff, for naming or renaming of City-owned lands and facilities must be submitted to the City Clerk and contain detailed justification for the request, except for names that are put forward at the public hearings held by the applicable Commission, Council Committee, or City Council.

1. Any person may recommend a name by submitting a written request to the Office of the City Clerk.
 - a. The proposal will provide the minimum of information contained on the form provided by the City Clerk.
2. The City Clerk will transmit the form and supporting documents to the proper Commission, Council Committee, and Department for review and, if deemed appropriate and consistent with this Policy, the scheduling of a public hearing before a recommendation is made to the Council. If it is unclear which Commission or Council Committee would be appropriate for review, the naming request shall be made to the City Council Rules Committee.

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- a. The request for consideration of a new name or renaming for City land or City facility shall follow all appropriate public noticing regulations for the identified Commission or Council Committee.
- b. The Department shall make a determination of appropriate action based on this Policy and its approved Sponsorship Guidelines.
 - 2.b.1. Department staff will prepare a report and recommendation to the appropriate Commission or Committee and a subsequent memo for City Council approval addressing the Department's and the Commission's recommendation on a proposed City-owned land or facility naming and renaming. The report shall include a Net Benefit Analysis that includes an evaluation of factors such as: proposed length of sponsorship opportunity; the cost of sponsorship; and the ratio of the funding provided by the proposed donation or sponsorship to the costs of acquisition, construction, ongoing facility operations and maintenance; current market factors; and alignment to the Department's Fundraising and Sponsorship Guidelines and business plans.
3. Any person may speak at the public hearing on the proposed name and may suggest one or more new names for the City property.
4. After action has been taken on the nomination by the appropriate Commission or Council Committee, the recommendation will be sent back to the City Clerk to be placed on the City Council agenda.
5. The Clerk will notify the petitioner of the date for Council consideration and/or the subsequent action by City Council.

¹ As required in Council Policy 1-17 (Donation, Sponsorship and Fundraising Guidelines)

² Staff in the respective department will work with City Attorney's Office in order to determine the restrictions, including without limitation federal tax law restrictions related to naming opportunities. Assuming that it is determined that naming opportunities may proceed, the Department may include a list of the significant interior naming opportunities and naming opportunities of other "Amenities" and corresponding sponsorship or giving levels. Interior naming opportunities may also be offered at existing facilities. The respective Department Head will submit the list of naming opportunities to the City Manager, for approval.