

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

Board Meeting Agenda
October 12, 2021 ~ 6:30PM
Location ~ Fire Station #1
5980 Cazadero Hwy, Cazadero, CA 95421

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

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

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

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

https://us02web.zoom.us/j/88450107487?pwd=MTBmbEFjeUl2QlZLR29IMzFVem50UT09

Telephone number: 1 (669) 900-6833, Meeting ID 884 5010 7487, Passcode 706976#

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

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

The Board meeting agenda and all supporting documents are available for public review on the website at <a href="https://www.cazadero-csd.org">www.cazadero-csd.org</a>

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

President P. Barry

Director M. Berry

Director H. Canelis

Director D. DeBeaune

Director S. Griswold

#### **OPEN TIME FOR PUBLIC EXPRESSION**

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

#### **AGENDA ADJUSTMENTS**

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

#### **DIRECTOR REPORTS**

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

#### STAFF REPORTS

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

#### **CONSENT CALENDAR ITEMS**

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

- 1. Approval of Meeting Minutes September 13, 2021
- 2. Approval of Special Meeting Minutes October 4, 2021
- 3. Approval of Financials Month of September 2021

#### **ACTION ITEMS**

- 1. Playground Equipment Discussion/Action -
- 2. Special District Covid-19 Relief Fund Discussion/Action –
- 3. <u>Carport-Shelter for 5295</u> Discussion/Action –
- 4. Consider-BEI Proposals for Generator Installation Discussion/Action –
- 5. Prop 68 Per Capita Grant Application Discussion/Action -

#### **DISCUSSION ITEMS**

#### **COMMITTEE REPORTS**

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

#### **FINANCIAL REPORTS**

#### **COMMUNICATIONS**

- 1. Email from Jim Berry, Cazadero Water Co., re: Water shortage
- 2. Email from Office of Grants and Local Services, re: Outdoor Equity Grants Program, Regional Park Program, and Rural Recreation and Tourism Program
- 3. Email from Michael Nicholls, forwarding correspondence from RCRC, Counties of Napa and Sonoma, and City of Santa Rosa, re: Local Governments' Response to PG&E Wood Haul Program
- 4. Email from CAPRI Member Portal, re: Cyber Security Awareness Month
- 5. Email from Office of Grants and Local Services, re: Free entry to 19 State Parks for fourth graders and their families

#### **ADJOURNMENT**

## STAFF REPORTS

#### **Fire Department**

#### **Operations:**

- New water tender 5291 is in service at Station 1.
- Chief Krausmann reports that the bathroom renovation project at Station 1 continues to move forward.
- Only 2 Calls for September.

#### September 2021 Calls

Nature of Call	Number of Calls
Medical Aid	2
Traffic Accident	
Hazardous Condition	
Fire/Smoke Investigation	
Vegetation Fire	
Public Assist	

#### **Administration**

No report.

#### **Training**

Medical Training with Chris Ottolini moved to the second Thursday for October.

#### **Firefighters Association**

No Report for September

#### **Facilities**

I did my usual mopping, sweeping, cleaning the bathroom sinks and toilets, washed windows, ordered garbage bags, replaced paper towels and toilet paper receptacles, took home used rags to wash and dry, swept big room where trucks are, swept back barbecue area. There is activity involved in building the new bathroom so Steve told me not to worry about mopping the floors because they will immediately get dirty again. I didn't want to wait until the bathroom was built because that could be months, so I mop the floors but not as often. There was voting so I cleared the meeting room for the voting and then cleaned the floors the next day. I had to wait for the moving co. to come and pick up the voting machines one day. Another day I was moping the meeting room and a rattlesnake came out from behind a chair!!! I called 911 and he called Animal Control for me and they came out and removed the snake. Nancy Caplan

# **CONSENT ITEMS**



### Cazadero Community Services District Meeting Minutes – September 13, 2021

The Cazadero Community Services District meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act due to the COVID-19 virus. CSD Board Members and staff participated in the meeting by zoom teleconference. Members of the public were provided a zoom and telephone call-in number to view or listen to the meeting and the opportunity to provide public comment verbally or in written format.

#### 1. Call to Order and Roll Call

The regular meeting of the Cazadero CSD Board was called to order at 6:02PM on September 13, 2021. Director P. Barry led the Pledge of Allegiance. The following Directors were present: P. Barry, M. Berry, H. Canelis, and D. DeBeaune. Director S. Griswold was absent. Chief Krausmann and AA Kulczewski were also present.

#### 2. Public Comment

None.

#### 3. Agenda Adjustments

None

#### 4. Director Reports

Director P. Barry reported that a firefighter suffered a minor injury on the Dixie Fire, Director Canelis will be contacting BDK Septic for consult on the upcoming septic inspection, and 5295 (old water tender) will be placed in reserve status while 5291 (new water tender) is placed in service and any warranty concerns are evaluated.

Director Canelis inquired about memorial plaques, he wants one for Bud McKinley who donated the Cazadero train sign hanging in Station 1. Director P. Barry reminded all that the sign is a historical artifact, suggested putting a plaque below the sign. Chief Krausmann will discuss with the Directors what exactly they want and also mentioned that memorial cards are usually in the Firefighter's Association's annual letter, which hasn't happened since, and due to, Covid, but the Association is putting a letter together for this year.

#### 5. Staff Reports

Staff reports were included in the Board packet.

Chief Krausmann also reported that housing for the old water tender is needed where it can be under cover while still having access to a class A drive with the proper endorsements, and that the new generator is here.

The Call Report for August:

Nature of Call	Number of Calls
Medical Aid	11
Traffic Accident	3
Hazardous Condition	2
Fire/Smoke Investigation	2
Vegetation Fire	1
Public Assist	1

#### 6. Consent Calendar Items

On a motion by Director DeBeaune, Seconded by Director M. Berry, the Board moved to approve the August minutes and the financials for the months of July and August. VOTE: 4-0-0 by roll call:

Director	Vote
P. Barry	Aye
M. Berry	Aye
H. Canelis	Aye
D. DeBeaune	Aye

#### 7. Action Items

- **a. Board Meetings** After Board discussion it was decided the meetings will stay in Zoom through December now due to Covid variants, to be revisited in January, 2022.
- b. Playground Equipment During a recent insurance inspection it was recommended the playground be closed due to danger and unsafe equipment. To reopen the surface must be changed and the slide and merry-go-round must be removed. The Board discussed checking with our attorney regarding liability of disposing of items, finding funding for surfacing and new equipment, and finding a vendor or consultant for playground development.
- c. Board Meeting Night After Board discussion, due to a director being unable to make meetings on the regularly scheduled night, on a motion by Director M. Berry, seconded by Director DeBeaune, the Board moved to temporarily hold the monthly Board meetings on the second Tuesday of the month for October, November, and December. VOTE: 4-0-0 by roll call:

Director	Vote
P. Barry	Aye
M. Berry	Aye
H. Canelis	Aye
D. DeBeaune	Aye

**d. 2021-2022 FY Final Budget** – After Board discussion, on a motion by Director DeBeaune, seconded by Director M. Berry, the Board moved to approve Resolution 21/22-03 adopting the 2021-22 fiscal year final budget and appropriations limit. VOTE: 4-0-0 by roll call:

6:	
Director	Vote
P. Barry	Aye
M. Berry	Aye
H. Canelis	Aye
D. DeBeaune	Ave

e. Resolution 21/22-04 for Change in Signatories for Accounts at Community First Credit Union – After Board discussion, on a motion by Director P. Barry, seconded by Director Canelis, the Board moved to approve Resolution 21/22-04. VOTE: 4-0-0 by roll call:

Director	Vote
P. Barry	Aye
M. Berry	Aye
H. Canelis	Aye
D. DeBeaune	Aye

8.	Discussion	Items

a. None

#### 9. Committee Reports

- a. Consolidation 2020 Ad Hoc No report.
- b. Park 2020 Ad Hoc It was reported that the chipper is ready, the vendor will deliver it and train people on it around the end of September; the Depot installation has stalled due the Cazadero Highway repaving; and the rest of the railroad track will be moved this week.

#### 10. Correspondence

Correspondence referenced in the Board packet were reviewed.

#### 11. Financial Reports

Bills totaling \$54,933.02 were presented for payment.

#### 12. Adjournment

On a motion by Director Canelis, Seconded by Director M. Berry, the Board moved to adjourn the meeting at 7:21 PM. VOTE: 3-0-0 by roll call:

Director	Vote
P. Barry	Aye
M. Berry	Aye
H. Canelis	Aye
D. DeBeaune	(left early)

Paul Barry	•	Maureen Barry	
Homer Canelis		Daina DeBeaune	
	Scott Griswold		
Date:			



### Cazadero Community Services District Special Meeting Minutes – October 4, 2021

The Cazadero Community Services District meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act due to the COVID-19 virus. CSD Board Members and staff participated in the meeting by zoom teleconference. Members of the public were provided a zoom and telephone call-in number to view or listen to the meeting and the opportunity to provide public comment verbally or in written format.

#### 1. Call to Order and Roll Call

The special meeting of the Cazadero CSD Board was called to order at 6:10PM on October 4, 2021. AA Kulczewski led the Pledge of Allegiance. The following Directors were present: P. Barry, M. Berry, H. Canelis, D. DeBeaune, S. Griswold. Two special guests from CAPRI and AA Kulczewski were also present.

#### 2. Public Comment

None.

#### 3. Agenda Adjustments

Action Item 2 is moved ahead of Action Item 1 for the convenience of the presenters from CAPRI.

#### 4. Action Items

- A. Playground Closure Status Kirk Andre, Safety Analyst (also a Certified Playground Inspector), and Matthew Duarte, Executive Director (also an attorney), of California Association for Park & Recreation Indemnity (CAPRI) gave a presentation on the condition of the playground and recommendations for remediation, specifically the spiral slide, the merrygo-round, and the surfacing, in addition to other recommendations for safety and compliance with the Health and Safety Code and the Public Playground Safety Handbook. Failure to follow their recommendations could lead to cancellation of the District's insurance. The Board discussed options for surfacing and what, if any, liability the District would have if they sold the equipment. Mr. Andre and Mr. Duarte will look into both items for us.
- B. Resolution 21/22-05 Proclamation of a Local Emergency for the Cazadero Community Services District, County of Sonoma, State of California, Ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Cazadero Community Services District for the Period October 1, 2021, Through November 1, 2021, Pursuant to Brown Act Provisions After Board discussion, on a motion by Director M. Berry, Seconded by Director Canelis, the Board moved to adopt Resolution 21/22-05. VOTE: 5/0/0 by roll call:

Director	Vote
P. Barry	Aye
M. Berry	Aye

H. Canelis	Aye
D. DeBeaune	Aye
S. Griswold	Aye

### 5. Adjournment

On a motion by Director M. Berry, Seconded by Director DeBeaune, the Board moved to adjourn the meeting at 6:52 PM. VOTE: 5/0/0 by roll call:

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

Paul Barry		Maureen Barry	
Homer Canelis		Daina DeBeaune	
	Scott Griswold		
Date:			

D	modit (	ro Community Services District					7:11
	ront d	Loss Budget Performance					10/09/2
		September 2021					Accrual Ba
			Sep 21	lul Can 04	\$ Over		
Ordinary	/ Income/i		Sep 21	Jul - Sep 21	Budget	% of Budget	Annual Budg
	Income	Apense					
		Tax Revenue					
		1000 · Property Taxes-CY Secured	0.00	13,696.67	-276,303.33	4.72%	290,000
+		1011 · SB 2557 Prop Tax Admin	0.00	0.00	3,325.00	0.0%	-3,32
		1020 · Prop Tax-CY Supplemental	0.00	1,527.04	-4,172.96	26.79%	5,70
		1040 · Prop Tax-CY Unsecured	0.00	224.60	-7,775.40	2.81%	8,00
		1042 · Cost Reim-Coll DEL CY UNS	0.00	0.00	80.00	0.0%	-8
		060 · Prop Tax-PY Secured	0.00	-9.05	50.95	15.08%	-6
-		080 · Supplemental Prop Tax-PY	0.00	-3.84	26.16	12.8%	-30
		100 · Prop Taxes-PY Unsecured	0.00	152.99	2.99	101.99%	15
		10 · Tax Revenue	0.00	15,588.41	-284,766.59	5.19%	300,35
	17 · t	lse of Money/Property					
		700 · Interest on Pooled Cash	0.00	137.08	-392.92	25.86%	53
		702 · WestAmerica Bank	0.00	0.00	0.00	0.0%	
		703 · LAIF Interest	0.00	184.35	-3,015.65	5.76%	3,20
-	1	704 · Comm First CU - Savings	5.75	11.72	-58.28	16.74%	7
	1	801 · Hall Use	0.00	0.00	0.00	0.0%	
		17 · Use of Money/Property	5.75	333.15	-3,466.85	8.77%	3,80
	20 · li	tergovernmental Revenues					
	2	440 · ST-HOPTR	0.00	822.61	-927.39	47.01%	1,750
	2	500 · State-Other Funding (ST)	0.00	0.00	0.00	0.0%	
	Total	20 · Intergovernmental Revenues	0.00	822.61	-927.39	47.01%	1,750
	40 · N	liscellaneous Revenues					1,700
	4	040 · Misc. Income					
		4040 A · Recruitment/Retention-Region 5	0.00	0.00	0.00	0.0%	
		4040 · Misc. Income - Other	0.00	28,000.00	28,000.00	100.0%	
	T	otal 4040 · Misc. Income	0.00	28,000.00	28,000.00	100.0%	
	4	050 · State & Local Grants	0.00	0.00	0.00	0.0%	,
	4	051 · Federal Grants	0.00	0.00	0.00	0.0%	
	Total	40 · Miscellaneous Revenues	0.00	28,000.00	28,000.00	100.0%	
Т	Total Inco	ne	5.75	44,744.17	-261,160.83	_	
Gross	s Profit		5.75	44,744.17	-261,160.83	14.63%	305,905
E	Expense		0.70	14,744.17	-201,100.03	14.63%	305,905
	50 · S	alaries/Employment Benefits					-
		· Fire Department-Salaries/Empl B					
		5915 · Fire Department Payroll Expense	0.00	0.00	-15,988.00	0.007	
		5911 · Firefighter C & D Reimbursement	0.00	0.00	-13,988.00	0.0%	15,988
		Calls	0.00	0.00	4 400 00		
		Drills	0.00	0.00	-4,400.00	0.0%	4,400
		Stipend	2,808.00		-3,600.00	0.0%	3,600
		Strike Team		7,176.00	-32,824.00	17.94%	40,000
		5911 · Firefighter C & D Reimbursement - Oth	0.00	0.00			
		Total 5911 · Firefighter C & D Reimbursement		0.00	0.00	0.0%	0
1		The second secon	2,808.00	7,176.00	-40,824.00	14.95%	48,000

		Sep 21	Jul - Sep 21	\$ Over Budget	% of Dada.	
	52 · Park & Rec-Salaries/Employ Bene		Gui Gep 21	Dauget	% of Budget	Annual Budge
	5912 · Park & Rec Payroll Expenses	0.00	100.00	-		-
	Total 52 · Park & Rec-Salaries/Employ Bene	0.00	180.00	-7,166.00	2.45%	7,346.0
	54 · Admin-Salaries/Employ Benefits	0.00	180.00	-7,166.00	2.45%	7,346.0
	5914 · Admin Payroll Expenses	1,000,00				
	Total 54 · Admin-Salaries/Employ Benefits	1,080.00	4,113.75	-18,124.25	18.5%	22,238.0
	5910 · Payroll Expenses	1,080.00	4,113.75	-18,124.25	18.5%	22,238.0
1	5940 · Wrkmn Comp	2,211.64	6,657.84	6,657.84	100.0%	0.0
	Total 50 · Salaries/Employment Benefits	0.00	3,703.00	-11,297.00	24.69%	15,000.0
	60 · Services/Supplies	6,099.64	21,830.59	-86,741.41	20.11%	108,572.0
	61 · Fire Department-Services/Suppli					
	6021 · Clothing, Uniform, Personal					
	6022 · Safety Clothing	23.90	58.83	-1,241.17	4.53%	1,300.0
	6040 · Communications	1,082.77	3,641.90	-5,358.10	40.47%	9,000.0
	Station 1 Emergency Phones	240.05	704 5-	/===		
	Stn 1 Internet	240.35 192.20	721.05	-1,728.95	29.43%	2,450.0
	Stn 1 Telephone	240.27	576.60	-1,398.40	29.2%	1,975.0
	Stn 2 Internet	151.57	716.10	-1,883.90	27.54%	2,600.0
	Stn 2 Telephone	67.00	454.71 196.81	-995.29	31.36%	1,450.0
	6040 · Communications - Other	0.00	0.00	-553.19	26.24%	750.0
	Total 6040 · Communications	891.39		0.00	0.0%	0.0
	6060 · Food	0.00	2,665.27	-6,559.73	28.89%	9,225.0
	6101 · Insurance - Fire Department	0.00	0.00	-500.00	0.0%	500.00
	6149 · Maintenance-Radio/Pagers	0.00	3,509.32 0.00	F 000 00		
	6181 · Maintenance - Fire Department	0.00	0.00	-5,000.00	0.0%	5,000.00
	Gen Bi-Annual Load Test	0.00	0.00	-1,000.00	0.00/	4 000 0
	Generator Maintenance	0.00	0.00	0.00	0.0%	1,000.00
	SCBA Testing	0.00	1,700.00	0.00	0.0%	0.00
	Main Siren Maintenance	0.00	1,502.24	1,252.24	600.9%	050.00
	Station 2 Mntce (Include Siren)	0.00	0.00	-250.00	0.0%	250.00
	Stn 2 Well Maintenance	0.00	0.00	-408.00	0.0%	250.00
	Station 1 Mntce	2.59	132.54	-3,867.46	3.31%	408.00
	6181 · Maintenance - Fire Department - Other	0.00	-187.77	-0,007.40	3.31%	4,000.00
	Total 6181 · Maintenance - Fire Department	2.59	3,147.01	-2,760.99	53.27%	5,000,00
	6261 · Medical Equip	70.90	1,395.86	-1,604.14	46.53%	5,908.00
	6457 · Computer Chrgs-Firehouse Softwa	0.00	0.00	-2,000.00	0.0%	3,000.00
	6461 · Misc Supplies/Expenses	0.00	0.00	0.00	0.0%	2,000.00
	6510 · Recruitment/Retention	0.00	0.00	-1,000.00	0.0%	1,000.00
	6526 · REDCOM	0.00	0.00	0.00	0.0%	0.00
	6654 · Medical Exam	0.00	0.00	-2,500.00	0.0%	2,500.00
	6820 · Rents and Leases - Equipment	0.00	0.00	0.00	0.0%	2,500.00
	6880 · Minor Equipment/Sm Tools	131.63	634.10	-1,865.90		
	6881 · Safety Equip	839.25	839.25	-4,160.75	25.36% 16.79%	2,500.00
	6883 · Fire Equip	489.18	1,897.82	-1,602.18	54.22%	5,000.00
	7053 · Permits/License/Fees	75.00	75.00	-425.00	15.0%	3,500.00
	7131 · Textbooks	0.00	0.00	0.00	0.0%	500.00
	7201 · Gas & Oil	282.56	574.25	-4,425.75	11.49%	5,000.00
	7321 · Utilities - Fire Department			1,123.70	11.4370	5,000.00
	Stn 2 Propane	0.00	0.00	-1,800.00	0.0%	1,800.00

	Sep 21	Jul - Sep 21	\$ Over Budget	% of Budget	Annual Budget
Stn 2 Garbage	46.95	140.85			
Stn 2 Electricity	113.68	348.52	-419.15	25.15%	560.0
Stn 1 Water	23.94		-741.48	31.97%	1,090.0
Stn 1 Propane	0.00	30.46 0.00	-619.54	4.69%	650.0
Stn 1 Garbage	492.68	492.68	-2,450.00	0.0%	2,450.0
Stn 1 Electricity	332.70	952.18	-857.32	36.5%	1,350.0
Siren Electricity	25.34	77.97	-1,747.82	35.27%	2,700.0
Total 7321 · Utilities - Fire Department	1,035.29		-222.03	25.99%	300.0
7330 · Sanitation-Stn2	1,035.29	2,042.66	-8,857.34	18.74%	10,900.0
Annual Septic Permit	0.00	0.00			
Septic Monitoring Fee	0.00	0.00	-500.00	0.0%	500.00
7330 · Sanitation-Stn2 - Other	0.00	0.00	-400.00	0.0%	400.00
Total 7330 · Sanitation-Stn2		0.00	0.00	0.0%	0.00
7930 · Interest Expense	0.00	0.00	-900.00	0.0%	900.00
Total 61 · Fire Department-Services/Suppli	0.00	0.00	-1,820.00	0.0%	1,820.00
62 · Park & Rec-Services/Supplies	4,924.46	20,481.27	-49,071.73	29.45%	69,553.00
7322 · Utilities - Park & Rec					
Electricity Outdoor	50.50				
Park Garbage	56.58	169.88	-430.12	28.31%	600.00
Park Water	0.00	0.00	-200.00	0.0%	200.00
Total 7322 · Utilities - Park & Rec		0.00	-1,530.00	0.0%	1,530.00
Total 62 · Park & Rec-Services/Supplies	56.58	169.88	-2,160.12	7.29%	2,330.00
63 · Street Lights-Services/Supplies	56.58	169.88	-2,160.12	7.29%	2,330.00
7323 · Utilities - Street Lights					
Street Lights Electricity	200.74	4.405.50			
Total 7323 · Utilities - Street Lights	398.71	1,195.52	-3,292.48	26.64%	4,488.00
7340 · Street Lights Expenses	398.71	1,195.52	-3,292.48	26.64%	4,488.00
	0.00	0.00	0.00	0.0%	0.00
Total 63 · Street Lights-Services/Supplies 64 · Admin-Services/Supplies	398.71	1,195.52	-3,292.48	26.64%	4,488.00
6280 · Memberships/Certs					
6015 · Annex/Consolidation/Parcel Tax	0.00	400.00	-600.00	40.0%	1,000.00
6080 · Household Supplies	0.00	0.00	0.00	0.0%	0.00
6400 · Office expense	5.99	5.99	-494.01	1.2%	500.00
6405 · Office Equip & Furnishings	186.47	686.05	-2,113.95	24.5%	2,800.00
6410 · Mail and Postage Supplies	0.00	0.00	-1,000.00	0.0%	1,000.00
6500 · Other Professional Svcs	0.00	0.00	-250.00	0.0%	250.00
6587 · LAFCO	0.00	0.00	-2,500.00	0.0%	2,500.00
6610 · Legal	0.00	507.00	-113.00	81.77%	620.00
6630 · Audit	500.00	1,500.00	-6,500.00	18.75%	8,000.00
6634 · Bank Fees	0.00	0.00	-4,950.00	0.0%	4,950.00
6800 · Publications and Legal Notices	0.00	0.00	0.00	0.0%	0.00
7051 · Refunds	0.00	0.00	-270.00	0.0%	270.00
Total 64 · Admin-Services/Supplies	0.00	0.00	0.00	0.0%	0.00
6100 · Insurance	692.46	3,099.04	-18,790.96	14.16%	21,890.00
6140 · Apparatus Maintenance	0.00	11,535.50	-16,884.50	40.59%	28,420.00
6180 · Maintenance-Bidg & Imp.	199.58	2,364.29	-5,335.71	30.71%	7,700.00
Parks Maintenance-Playground	010.00				
Brush Removal	213.85	213.85	-2,286.15	8.55%	2,500.00
6180 · Maintenance-Bldg & Imp Other	0.00	0.00	0.00	0.0%	0.00
totner	0.00	0.00	0.00	0.0%	0.00

		Sep 21	Jul - Sep 21	\$ Over Budget	% of Budget	Annual Budget
	Total 6180 · Maintenance-Bldg & Imp.	213.85	213.85	-2,286.15	8.55%	2,500.0
	6462 · COVID-19 Expenses	0.00	0.00	0.00	0.0%	0.0
	7120 · Training	492.00	1,242.00	-7,844.00	13.67%	9,086.0
	7320 · Utilities	0.00	0.00	0.00	0.0%	0.00
	7335 · Park Development	0.00	0.00	-10,000.00	0.0%	10,000.00
	7910 · Principal Payment	0.00	0.00	-33,216.00	0.0%	33,216.00
	7920 · Interest Paid	0.00	0.00	0.00	0.0%	0.00
	7950 · E5266 Strike Team	0.00	0.00	0.00	0.0%	0.00
	Total 60 · Services/Supplies	6,977.64	40,301.35	-148,881.65	21.3%	189,183.00
	85 · Capital-Fixed Asset Expense			,	21.070	109,103.00
	8560 · Equipment (F/A)	0.00	0.00	-8,000.00	0.0%	8,000.00
	8570 · Structure	0.00	0.00	0.00	0.0%	0.00
	Total 85 · Capital-Fixed Asset Expense	0.00	0.00	-8,000.00	0.0%	8,000.00
	Total Expense	13,077.28	62,131.94	-243,623.06	20.32%	305,755.00
	nary Income	-13,071.53	-17,387.77	-17,537.77	-11,591.85%	150.00
Income		-13,071.53	-17,387.77	-17,537.77	-11,591.85%	150.00

### **Cazadero Community Services District** Reconciliation Summary 1-Community First CU -Checking, Period Ending 09/30/2021

	Sep 30, 21	
Beginning Balance Cleared Transactions		220,463.91
Checks and Payments - 32 items Deposits and Credits - 2 items	-25,810.05 0.00	
Total Cleared Transactions	-25,810.05	
Cleared Balance		194,653.86
Uncleared Transactions Checks and Payments - 6 items	-46,193.17	
<b>Total Uncleared Transactions</b>	-46,193.17	
Register Balance as of 09/30/2021		148,460.69
New Transactions Checks and Payments - 13 items	-5,792.21	
Total New Transactions	-5,792.21	
Ending Balance		142,668.48

1-Community First CU -Checking, Period Ending 09/30/2021

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance					-	220,463.91
Cleared Tran						220,400.91
Checks a	nd Payments - 32					
Paycheck	05/01/2021	9850	Dewart, Alan	X	-166.23	-166.23
Paycheck	07/01/2021	9811	Flores, Matt	X	-144.07	-310.30
Paycheck	08/01/2021	9831	Flores, Matt	X	-144.07	-454.37
Paycheck	09/01/2021	9854	Endsley, Stephanie R	X	-1,003.45	-1,457.82
Paycheck	09/01/2021	9851	Barrio, Gabriel	X	-675.33	-2,133.15
Paycheck	09/01/2021	9855	Krausmann, Steven M	X	-606.80	-2,739.95
Paycheck	09/01/2021	9853	Dewart, Alan	X	-461.75	-3,201.70
Paycheck	09/01/2021	9852	Caplan, Nancy K.	X	-415.57	-3,617.27
Paycheck	09/01/2021	9857	Loewen, Thomas	X	-288.14	-3,905,41
Bill Pmt -Check Bill Pmt -Check	09/03/2021	ACH	P. G. & E.	X	-381.31	-4,286.72
Bill Pmt -Check	09/03/2021	ACH	P. G. & E.	X	-107.74	-4,394.46
Bill Pmt -Check	09/09/2021	ACH	P. G. & E.	X	-398.88	-4,793.34
Bill Pmt -Check	09/09/2021	ACH	Frontier Communica	X	-240.35	-5,033.69
Bill Pmt -Check	09/09/2021	ACH	Frontier Communica	X	-238.52	-5,272.21
Liability Check	09/09/2021	ACH	Frontier Communica	X	-65.08	-5,337.29
Bill Pmt -Check	09/10/2021	E-pay	EFTPS	X	-937.10	-6,274.39
Bill Pmt -Check	09/13/2021	9860	BEI	X	-8,475.09	-14,749.48
Bill Pmt -Check	09/13/2021	9869	Pat Gluch	Х	-2,760.51	-17,509.99
Bill Pmt -Check	09/13/2021	9859	Bank of America Bu	X	-2,222.36	-19,732.35
Bill Pmt -Check	09/13/2021	9872	Sonoma County Aud	X	-507.00	-20,239.35
Bill Pmt -Check	09/13/2021	9867	Law Offices of Willia	X	-500.00	-20,739.35
Bill Pmt -Check	09/13/2021 09/13/2021	9865	Heiman Fire Equipm	X	-471.37	-21,210.72
Bill Pmt -Check	09/13/2021	9862	Christian Ottolini	X	-375.00	-21,585.72
Bill Pmt -Check	09/13/2021	9870 9868	Risk Strategies	X	-293.00	-21,878.72
Bill Pmt -Check	09/13/2021	9864	North Bay Petroleum	X	-291.69	-22,170.41
Bill Pmt -Check	09/13/2021	9861	Fishman Supply Co	X	-132.49	-22,302.90
Bill Pmt -Check	09/13/2021	9863	Cazadero Supply	X	-99.54	-22,402.44
Bill Pmt -Check	09/13/2021	9871	Complete Welders S	X	-72.98	-22,475.42
Bill Pmt -Check	09/14/2021	9877	SoCoNews	X	-71.48	-22,546.90
Bill Pmt -Check	09/15/2021		ClearWater Plumbin	X	-3,024.00	-25,570.90
Bill Pmt -Check	09/16/2021	ACH	Recology Sonoma	X	-46.95	-25,617.85
		ACH	Comcast	х	-192.20	-25,810.05
	ks and Payments				-25,810.05	-25,810.05
Deposits a	nd Credits - 2 ite					
Bill Pmt -Check Bill Pmt -Check	09/09/2021	9876	ClearWater Plumbin	X	0.00	0.00
	09/14/2021	9874	RDO Equipment Co.	х	0.00	0.00
	sits and Credits			-	0.00	0.00
Total Cleared	Transactions				-25,810.05	-25,810.05
Cleared Balance					-25,810.05	194,653.86
Uncleared Tra						
	d Payments - 6 it					
Paycheck	09/01/2021	9856	Kulczewski, Sharon		-922.38	-922.38
aycheck	09/01/2021	9858	Shane, Stephen		-432.19	-1,354.57
Bill Pmt -Check Bill Pmt -Check	09/13/2021	9866	Joseph Tamagni		-350.00	-1,704.57
Bill Pmt -Check	09/14/2021	9875	RDO Equipment Co.		-44,227.53	-45,932.10
aycheck	09/14/2021	9873	Brit Horn		-117.00	-46,049.10
NAME OF STREET	09/27/2021	9878	Minter, Sterling D	S-11-1-1	-144.07	-46,193.17
	s and Payments				-46,193.17	-46,193.17
				-		10,100.11
Total Check Total Uncleared tegister Balance as o	d Transactions			1	-46,193.17	-46,193.17

1-Community First CU -Checking, Period Ending 09/30/2021

Туре	Date	Num	Name	Cir	Amount	Balance
New Transa	ections					Datario
Checks a	and Payments - 13	items				
Paycheck Liability Check Liability Check	10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/01/2021 10/12/2021 10/12/2021 10/25/2021	9882 9881 9880 9888 9885 9883 9879 9887 9887 9886 E-pay E-pay	Kulczewski, Sharon Krausmann, Steven M Dewart, Alan Shane, Stephen Endsley, Stephanie R Barrio, Gabriel Caplan, Nancy K. Loewen, Thomas Dewart, Alan Krausmann, Steven M EFTPS EDD EDD		-941.15 -606.80 -461.75 -432.21 -432.21 -418.19 -415.58 -288.12 -288.12 -156.14 -1,084.64 -138.50 -128.80	-941.15 -1,547.95 -2,009.70 -2,441.91 -2,874.12 -3,292.31 -3,707.89 -3,996.01 -4,284.13 -4,440.27 -5,524.91 -5,663.41 -5,792.21
Total Che	cks and Payments				-5,792.21	-5,792.21
Total New Tr	ansactions				-5,792.21	-5,792.21
Ending Balance				0.000	-77,795.43	142,668.48

		William William William	Оори	IIIDCI ZU			
Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	ACH	09/03/2021	P. G. & E.		1-Community First		-381.31
Bill	1483	08/17/2021			Stn 1 Electricity Electricity Outdoor	-301.22 -54.55	301.22 54.55
TOTAL					Siren Electricity	-25.54	25.54
TOTAL						-381.31	381.31
Bill Pmt -Check	ACH	09/03/2021	P. G. & E.		1-Community First		-107.74
Bill	5192	08/17/2021			Stn 2 Electricity	-107.74	107.74
TOTAL						-107.74	107.74
Bill Pmt -Check	ACH	09/09/2021	Frontier Communi		1-Community First		.040.05
Bill	5185	08/16/2021			•		-240.35
TOTAL		00/10/2021			Station 1 Emergenc	-240.35	240.35
						-240.35	240.35
Bill Pmt -Check	ACH	09/09/2021	Frontier Communi		1-Community First		-65.08
Bill	1825	08/16/2021			Stn 2 Telephone	-65.08	65.08
TOTAL						-65.08	65.08
Bill Pmt -Check	ACH	09/09/2021	Frontier Communi		1-Community First		-238.52
Bill	1755	08/16/2021			Stn 1 Telephone	-238.52	238.52
TOTAL					-	-238.52	238.52
Bill Pmt -Check	ACH	09/09/2021	P. G. & E.		1-Community First		-398.88
Bill	4044	08/23/2021			Street Lights Electri	200.00	
TOTAL					Officer Lights Electri	-398.88	398.88
						-398.88	398.88
Bill Pmt -Check	ACH	09/15/2021	Recology Sonoma		1-Community First		-46.95
Bill	2421	08/31/2021			Stn 2 Garbage	-46.95	46.95
TOTAL						-46.95	46.95
Bill Pmt -Check	ACH	09/16/2021	Comcast		1-Community First		-192.20
Bill	7647	08/21/2021			Stn 1 Internet	-192.20	192.20
TOTAL					-	-192.20	192.20
Bill Pmt -Check	EFT	09/28/2021	Comcast		1 Community First		
Bill	4727	09/03/2021	- Ciliouot		1-Community First		-151.57
TOTAL	7121	03/03/2021			Stn 2 Internet	-151.57	151.57
						-151.57	151.57

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Liability Check	E-pay	09/10/2021	EFTPS		1-Community First		
					1-community First		-937.10
					2100 · Payroll Liabil	-202.00	202.00
					2100 · Payroll Liabil	-297.89	297.89
					2100 · Payroll Liabil	-297.89	297.89
					2100 · Payroll Liabil	-69.66	69.66
TOTAL					2100 · Payroll Liabil	-69.66	69.66
TOTAL						-937.10	937.10
Paycheck	9851	09/01/2021	Barrio, Gabriel		1-Community First		-675.33
					Stipend	-780.00	780.00
					5910 · Payroll Expe	-0.78	0.78
					2100 · Payroll Liabil	0.78	-0.78
					2100 · Payroll Liabil	45.00	-45.00
					5910 · Payroll Expe	-48.36	48.36
					2100 · Payroll Liabil	48.36	-48.36
					2100 · Payroll Liabil	48.36	-48.36
					5910 · Payroll Expe	-11.31	11.31
					2100 · Payroll Liabil	11.31	-11.31
					2100 Payroll Liabil	11.31	-11.31
					5910 · Payroll Expe	-17.16	17.16
TOTAL					2100 · Payroll Liabil	17.16	-17.16
TOTAL						-675.33	675.33
Paycheck	9852	09/01/2021	Caplan, Nancy K.		1-Community First		-415.57
					5910 · Payroll Expe	-450.00	450.00
					5910 · Payroll Expe	-0.45	0.45
					2100 · Payroll Liabil	0.45	-0.45
					5910 · Payroll Expe	-27.90	27.90
					2100 · Payroll Liabil	27.90	-27.90
					2100 · Payroll Liabil	27.90	-27.90
					5910 · Payroll Expe	-6.53	6.53
					2100 · Payroll Liabil	6.53	-6.53
					2100 · Payroll Liabil	6.53	-6.53
					5910 · Payroll Expe	-9.90	9.90
TOTAL					2100 · Payroll Liabil	9.90	-9.90
TOTAL						-415.57	415.57
Paycheck	9853	09/01/2021	Dewart, Alan		1-Community First		-461.75
					5910 · Payroll Expe	-500.00	500.00
					5910 · Payroll Expe	-31.00	31.00
					2100 · Payroll Liabil	31.00	-31.00
					2100 · Payroll Liabil	31.00	-31.00
					5910 · Payroll Expe	-7.25	7.25
					2100 · Payroll Liabil	7.25	-7.25
					2100 · Payroll Liabil	7.25	-7.25
TOTAL							

Paycheck   9854   09/01/2021   Endsley, Stephani   1-Community First	-1,003.45 1,092.00 1.09 -1.09 -5.00 67.71 -67.71 -67.71 15.84 -15.84 -15.84
S910 - Payroll Expe1.09   2100 - Payroll Liabil   1.09   2100 - Payroll Liabil   5.00   5910 - Payroll Liabil   5.00   5910 - Payroll Liabil   67.71   2100 - Payroll Liabil   15.84   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   97.00   5910 - Payroll Liabil   97.00   5910 - Payroll Liabil   49.60   2100 - Payroll Liabil   49.60   5910 - Payroll Liabil   11.60   2100 - Payroll Liabil   11.60   2100 - Payroll Liabil   11.60   2100 - Payroll Liabil   35.00   TOTAL   5920   5930 - Payroll Liabil   10.00   35.00   5930 - Payroll Liabil   10.00   5930	1.09 -1.09 -5.00 67.71 -67.71 -67.71 15.84 -15.84
S910 - Payroll Expe	1.09 -1.09 -5.00 67.71 -67.71 -67.71 15.84 -15.84
2100 - Payroll Liabil   1,09   2100 - Payroll Liabil   5,00   5910 - Payroll Liabil   67,71   2100 - Payroll Liabil   15,84   2100 - Payroll Liabil   97,00   2100 - Payroll Liabil   97,00   2100 - Payroll Liabil   49,60   2100 - Payroll Liabil   11,60   2100 - Payroll L	-1.09 -5.00 67.71 -67.71 -67.71 15.84 -15.84
2100 - Payroll Liabil   5.00   5910 - Payroll Expe   -67.71   2100 - Payroll Liabil   67.71   5910 - Payroll Liabil   15.84   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   49.60   2100 - Payroll Liabil   11.60   2100 - Payroll Liabil   35.00   TOTAL   -606.80	-5.00 67.71 -67.71 -67.71 15.84 -15.84
S910 · Payroll Expe	67.71 -67.71 -67.71 15.84 -15.84
2100 - Payroll Liabil   67.71   2100 - Payroll Liabil   67.71   2100 - Payroll Liabil   67.71   5910 - Payroll Expe   -15.84   2100 - Payroll Liabil   15.84   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   97.00   2100 - Payroll Liabil   49.60   2100 - Payroll Liabil   11.60   2100 - Payroll	-67.71 -67.71 15.84 -15.84
2100 · Payroll Liabil   67.71   5910 · Payroll Expe   -15.84   2100 · Payroll Liabil   15.84   2100 · Payroll Liabil   2100 · Payroll Liab	-67.71 15.84 -15.84
TOTAL   September   Septembe	15.84 -15.84
TOTAL  Paycheck  9855  09/01/2021  Krausmann, Steve  1-Community First  5910 · Payroll Liabil  5910 · Payroll Expe  2100 · Payroll Liabil  5910 · Payroll Liabil  97.00 2100 · Payroll Liabil  97.00 2100 · Payroll Liabil  49.60 2100 · Payroll Liabil  11.60 2100 · Payroll Liabil	-15.84
TOTAL  Paycheck  9855  09/01/2021  Krausmann, Steve  1-Community First  5910 · Payroll Expe  5910 · Payroll Expe  97.00 5910 · Payroll Liabil  97.00 5910 · Payroll Liabil  97.00 2100 · Payroll Liabil  49.60 2100 · Payroll Liabil  49.60 5910 · Payroll Expe  -11.60 2100 · Payroll Liabil  11.60	
Paycheck 9855 09/01/2021 Krausmann, Steve 1-Community First  5910 · Payroll Expe800.00 2100 · Payroll Liabil 97.00 5910 · Payroll Expe49.60 2100 · Payroll Liabil 49.60 2100 · Payroll Liabil 49.60 2100 · Payroll Expe11.60 2100 · Payroll Liabil 11.60 2100 · Payroll Liabil 11.60 2100 · Payroll Liabil 11.60 2100 · Payroll Liabil 35.00  TOTAL  Paycheck 9856 09/01/2021 Kulczewski, Sharon 1-Community First	
1-Community First   5910 · Payroll Expe   -800.00   2100 · Payroll Liabil   97.00   5910 · Payroll Expe   -49.60   2100 · Payroll Liabil   49.60   2100 · Payroll Liabil   49.60   2100 · Payroll Liabil   49.60   5910 · Payroll Expe   -11.60   2100 · Payroll Liabil   11.60   2100 · Payroll Liabil   11.60   2100 · Payroll Liabil   35.00   TOTAL	1,003.45
2100 · Payroll Liabil 97.00	-606.80
2100 · Payroll Liabil 97.00	200.00
S910 · Payroll Expe	800.00
2100 · Payroll Liabil	-97.00
2100 · Payroll Liabil	49.60 -49.60
TOTAL  5910 · Payroll Expe11.60 2100 · Payroll Liabil 11.60 2100 · Payroll Liabil 11.60 2100 · Payroll Liabil 35.00  TOTAL  707AL  Fayroleck 9856 09/01/2021 Kulczewski, Sharon 1-Community First	-49.60
2100 · Payroll Liabil   11.60   2100 · Payroll Liabil   11.60   2100 · Payroll Liabil   35.00   1.00   2100 · Payroll Liabil   35.00   2100 · Payroll Liabil   35.00 · Payroll	
TOTAL 2100 · Payroll Liabil 11.60 2100 · Payroll Liabil 35.00 -606.80  Paycheck 9856 09/01/2021 Kulczewski, Sharon 1-Community First	11.60
TOTAL 2100 · Payroll Liabil 35.00 -606.80  Paycheck 9856 09/01/2021 Kulczewski, Sharon 1-Community First	-11.60
-606.80  Paycheck 9856 09/01/2021 Kulczewski, Sharon 1-Community First	-11.60 -35.00
1-Community First	606.80
5014 Admin Daura	-922.38
5914 · Admin Payro1,080.00	1,080.00
2100 · Payroll Liabil 75.00	-75.00
5910 · Payroll Expe66.96	66.96
2100 · Payroll Liabil 66.96	-66.96
2100 · Payroll Liabil 66.96	-66.96
5910 · Payroll Expe15.66	15.66
2100 · Payroll Liabil 15.66	-15.66
2100 · Payroll Liabil 15.66	-15.66
TOTAL -922.38	922.38
Paycheck 9857 09/01/2021 Loewen, Thomas 1-Community First	-288.14
Stipend -312.00	
5910 · Payroll Expe0.31	212.00
2100 · Payroll Liabil 0.31	312.00
5910 · Payroll Expe19.34	0.31
2100 · Payroll Liabil 19.34	0.31 -0.31
2100 · Payroll Liabil 19.34	0.31 -0.31 19.34
5910 · Payroll Expe4.52	0.31 -0.31 19.34 -19.34
2100 · Payroll Liabil 4.52	0.31 -0.31 19.34 -19.34
2100 · Payroll Liabil 4.52	0.31 -0.31 19.34 -19.34 -19.34 4.52
TOTAL -288.14	0.31 -0.31 19.34 -19.34

Туре	Num	Date	Name	Item	Account	Paid Amount	<b>Original Amount</b>
Paycheck	9858	09/01/2021	Shane, Stephen		1-Community First		-432.19
					Stipend	-468.00	468.00
					5910 Payroll Expe	-0.47	0.47
					2100 · Payroll Liabil	0.47	-0.47
					5910 · Payroll Expe	-29.02	29.02
					2100 · Payroll Liabil 2100 · Payroll Liabil	29.02	-29.02
					5910 · Payroll Expe	29.02 -6.79	-29.02 6.79
					2100 · Payroll Liabil	6.79	-6.79
TOTAL					2100 · Payroll Liabil	6.79	-6.79
TOTAL						-432.19	432.19
Bill Pmt -Check	9859	09/13/2021	Bank of America B		1-Community First		-2,222.36
Bill	7/28	08/27/2021			Bank of America Cr	-2,222.36	2,222.36
TOTAL						-2,222.36	2,222.36
Bill Pmt -Check	0000					2,222.00	2,222.30
	9860	09/13/2021	BEI		1-Community First		-8,475.09
Bill Bill	0209 4060	02/09/2021 09/01/2021			Equipment Equipment	-8,454.73 -20.36	16,909.46 20.36
TOTAL					-	-8,475.09	16,929.82
Bill Pmt -Check	9861	09/13/2021	Cazadero Supply		1-Community First		-99.54
Bill	11571	07/01/2021			6140 · Apparatus M	40.00	11 Carrier (12 Carrier)
					Station 1 Mntce	-18.38 -81.16	18.38 81.16
TOTAL					8	-99.54	99.54
Bill Pmt -Check	9862	09/13/2021	Christian Ottolini		1-Community First		-375.00
Bill	0915	09/01/2021			7120 · Training	275.00	
TOTAL						-375.00 -375.00	375.00
						-375.00	375.00
Bill Pmt -Check	9863	09/13/2021	Complete Welders		1-Community First		-72.98
Bill	0222	08/31/2021			6261 · Medical Equip	-72.98	72.98
TOTAL						-72.98	72.98
Bill Pmt -Check	9864	09/13/2021	Fishman Supply C		1-Community First		122.40
Bill	1319	09/07/2021			Parks Maintenance	****	-132.49
TOTAL					raiks Maintenance	-132.49	132.49
						-132.49	132.49
Bill Pmt -Check	9865	09/13/2021	Heiman Fire Equip		1-Community First		-471.37
3ill 3ill	0901 0901	08/26/2021 08/30/2021			6883 · Fire Equip	-70.52	70.52
	0001	00/00/2021			6883 Fire Equip	-400.85	400.85
TOTAL					CSL ALL		

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	9866	09/13/2021	Joseph Tamagni		1-Community First		-350.00
Bill	083121	08/31/2021			6140 · Apparatus M	-350.00	350.00
TOTAL						-350.00	350.00
Bill Pmt -Check	9867	09/13/2021	Law Offices of Will		1-Community First		
Bill	9974	09/07/2021			6610 · Legal	F00.00	-500.00
TOTAL					0010 Legal	-500.00	500.00
						-500.00	500.00
Bill Pmt -Check	9868	09/13/2021	North Bay Petrole		1-Community First		-291.69
Bill	2254	07/19/2021			7201 · Gas & Oil	-291.69	291.69
TOTAL						-291.69	291.69
Bill Pmt -Check	9869	09/13/2021	Pat Gluch		1-Community First		-2,760.51
Bill Bill	PVCP				Buildings & Improve	-773.31	773.31
TOTAL	SebB	08/13/2021			Buildings & Improve	-1,987.20	1,987.20
TOTAL						-2,760.51	2,760.51
Bill Pmt -Check	9870	09/13/2021	Risk Strategies		1-Community First		-293.00
Bill	3812	08/17/2021			6100 · Insurance	-293.00	293.00
TOTAL						-293.00	293.00
Bill Pmt -Check	9871	09/13/2021	SoCoNews		1-Community First		-71.48
Bill	2269	09/06/2021			6400 · Office expense	-71.48	
TOTAL					- The office expense	-71.48	71.48
Bill Pmt -Check	0070	*******				71.40	71.40
	9872	09/13/2021	Sonoma County A		1-Community First		-507.00
Bill TOTAL	FY 20	08/19/2021			6587 · LAFCO	-507.00	507.00
TOTAL						-507.00	507.00
Bill Pmt -Check	9873	09/14/2021	Brit Horn		1-Community First		-117.00
Bill	EMS	09/07/2021			7120 · Training	-117.00	117.00
TOTAL						-117.00	117.00
Bill Pmt -Check	9874	09/14/2021	RDO Equipment Co.		4.0		
TOTAL			Equipment 60.		1-Community First		0.00
						0.00	0.00
Bill Pmt -Check	9875	09/14/2021	RDO Equipment Co.		1-Community First		-44,227.53
Bill	PO#1	07/09/2021			Equipment	-44,227.53	44,227.53
TOTAL						-44,227.53	44,227.53

Туре	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	9876	09/09/2021	ClearWater Plumbi		1-Community First		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	9877	09/14/2021	ClearWater Plumbi		1-Community First		-3,024.00
Bill TOTAL	10628	09/09/2021			Buildings & Improve	-3,024.00	3,024.00
TOTAL						-3,024.00	3,024.00
Paycheck	9878	09/27/2021	Minter, Sterling D		1-Community First		-144.07
TOTAL					Stipend 5910 · Payroll Expe 2100 · Payroll Liabil 5910 · Payroll Expe 2100 · Payroll Liabil 2100 · Payroll Liabil 5910 · Payroll Expe 2100 · Payroll Liabil 2100 · Payroll Liabil	-156.00 -0.16 0.16 -9.67 9.67 9.67 -2.26 2.26	156.00 0.16 -0.16 9.67 -9.67 -9.67 2.26 -2.26 -2.26
TOTAL						-144.07	144.07

4:46 PM 10/09/21

### **Cazadero Community Services District** Reconciliation Summary 2-Community First CU -Savings, Period Ending 09/30/2021

	Sep 30, 21
Beginning Balance Cleared Transactions	10,019.45
Deposits and Credits - 1 item	0.82
Total Cleared Transactions	0.82
Cleared Balance	10,020.27
Register Balance as of 09/30/2021	10,020.27
Ending Balance	10,020.27

2-Community First CU -Savings, Period Ending 09/30/2021

Туре	Date	Num	Name	Cir	Amount	Balance
<b>Beginning Bala</b>	nce			_		
Cleared T	ransactions					10,019.45
	its and Credits - 1 ite	m				
Deposit	09/30/2021			х	0.82	0.82
Total D	eposits and Credits				0.82	0.82
Total Clea	red Transactions				0.82	0.82
Cleared Balance				1 440	0.82	10,020.27
Register Balance	e as of 09/30/2021			,	0.82	10,020.27
Ending Balance	K.			Name of	0.82	10,020.27

### **Cazadero Community Services District** Reconciliation Summary 3-Community First CU - Park Dev, Period Ending 09/30/2021

	Sep 30, 21
Beginning Balance Cleared Transactions	60,004.27
Deposits and Credits - 1 item	4.93
Total Cleared Transactions	4.93
Cleared Balance	60,009.20
Register Balance as of 09/30/2021	60,009.20
Ending Balance	60,009.20

3-Community First CU - Park Dev, Period Ending 09/30/2021

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance					_	
Cleared Trans	actions					60,004.27
Deposits ar	nd Credits - 1 ite	m				
Deposit	09/30/2021			Х _	4.93	4.93
Total Depos	its and Credits			2020	4.93	4.93
Total Cleared T	ransactions			200	4.93	4.93
Cleared Balance					4.93	60,009.20
Register Balance as c	of 09/30/2021			-	4.93	60,009.20
Ending Balance				-	4.93	60,009.20

4:51 PM 10/09/21

### **Cazadero Community Services District** Reconciliation Summary L. A. I. F., Period Ending 09/30/2021

	Sep 30, 21
Beginning Balance Cleared Balance	225,969.12
Oleared Balarice	225,969.12
Register Balance as of 09/30/2021	225,969.12
Ending Balance	225,969.12

L. A. I. F., Period Ending 09/30/2021

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance Cleared Balance	Word S. L. 11000000 1000			-		225,969.12
Olealed Balance						225,969.12
Register Balance as of (	09/30/2021					225,969.12
Ending Balance				<del></del>		
				=		225,969.12

5:05 PM 10/09/21

### **Cazadero Community Services District** Reconciliation Summary SonomaCo Pooled Investment Fund, Period Ending 09/30/2021

Position D. I.	Sep 30, 21
Beginning Balance Cleared Balance	200,185.70
Register Balance as of 09/30/2021	200,185.70
Ending Balance	200,185.70
	200.185.70

SonomaCo Pooled Investment Fund, Period Ending 09/30/2021

Туре	Date	Num	Name	Clr	Amount	
Beginning Balance					Allouit	Balance
Cleared Balance						200,185.70
Register Palance	00/00/00					200,185.70
Register Balance as of	09/30/2021					200,185.70
Ending Balance						200,100.70
						200,185.70

3:35 PM 10/09/21

### Cazadero Community Services District Reconciliation Summary

Bank of America Credit Card, Period Ending 09/27/2021

	Sep 27, 21	
Beginning Balance		2,222.36
Cleared Transactions Charges and Cash Advances - 18 items Payments and Credits - 1 item	-6,236.67 2,222.36	97
Total Cleared Transactions	-4,014.31	
Cleared Balance		6,236.67
Uncleared Transactions Payments and Credits - 1 item	193.25	
Total Uncleared Transactions	193.25	
Register Balance as of 09/27/2021		6,043.42
Ending Balance		6,043.42

Bank of America Credit Card, Period Ending 09/27/2021

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance		19				
Cleared Trans	actions				~	2,222.36
Charges an	d Cash Advan	ces - 18 item	s			
Credit Card Charge	08/27/2021	78010	Home Depot	Х		
Credit Card Charge	08/27/2021	D1809	Garrett Ace Hardware		-165.98	-165.98
Credit Card Charge	08/30/2021	DUKE		X	-57.48	-223.46
Credit Card Charge	08/31/2021	146998	Bank of America Bu Zumwalt Ford & Mer	Х	-34.93	-258.39
Credit Card Charge	08/31/2021	272028	Pank of America B	X	-496.95	-755.34
Credit Card Charge	09/01/2021	PP017	Bank of America Bu	X	-251.61	-1,006.95
Credit Card Charge	09/01/2021	A3FE	Pace Supply Streamline	Х	-2,787.09	-3,794.04
Credit Card Charge	09/02/2021	194300		X	-100.00	-3,894.04
Credit Card Charge	09/03/2021		Bank of America Bu	X	-489.18	-4,383.22
Credit Card Charge	09/04/2021	10631	Home Depot	X	-1,332.17	-5,715.39
Credit Card Charge		VALE	Bank of America Bu	X	-100.00	-5,815.39
Credit Card Charge	09/06/2021	10606	Zoom Video Commu	Χ	-14.99	-5,830.38
Credit Card Charge	09/08/2021	391957	Bank of America Bu	X	-26.25	-5,856.63
Credit Card Charge	09/08/2021	899530	Bank of America Bu	Х	-23.90	-5,880.53
Credit Card Charge	09/10/2021	818655	Bank of America Bu	X	-49.42	
Credit Card Charge	09/16/2021	392922	Bank of America Bu	X	-28.89	-5,929.95
Credit Card Charge	09/21/2021	41925	Home Depot	Х	-72.72	-5,958.84
Credit Card Charge	09/25/2021	243917	Bank of America Bu	X	-117.50	-6,031.56
Credit Card Charge	09/25/2021	123818	Lambert 76	X	-87.61	-6,149.06
Total Charge	s and Cash Adv	/20000				-6,236.67
					-6,236.67	-6,236.67
Payments at	nd Credits - 1 if					
ж	08/27/2021	7/28-8	Bank of America Bu	X	2,222.36	2,222.36
Total Cleared Tr	ansactions			-	-4,014.31	
leared Balance				-	-4,014.31	-4,014.31
					4,014.31	6,236.67
Uncleared Tran	sactions nd Credits - 1 it	1				
redit Card Credit	06/21/2021	em 05521	Hanny Duralist N			
		05521	Honey Bucket North		193.25	193.25
Total Uncleared					193.25	193.25
egister Balance as of	09/27/2021				3,821.06	6,043.42
nding Balance					3,821.06	
				-		6,043.42

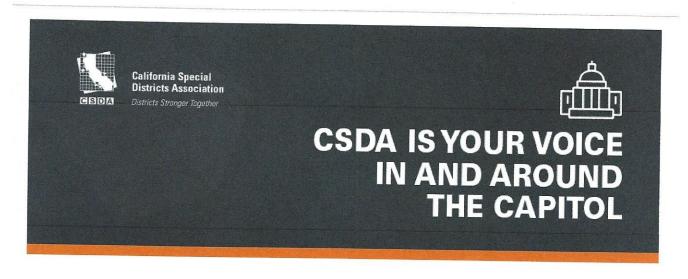
### **ACTION ITEMS**

Neil McCormick <neilm@csda.net>

10/1/2021 9:39 AM

## Access Information from Special District COVID Fund Webinar

To cazaderocsd@comcast.net



#### Apply NOW: Two Week Application Period for Special District Covid-19 Relief Fund Starts TODAY—Details Here

The application for the \$100 million in COVID-19 fiscal relief for independent special districts is now available on the Department of Finance's (DOF) website and must be submitted by October 15. CSDA has worked closely with DOF to provide special districts with the information needed to successfully apply. Don't miss out, prepare now!

#### **APPLY NOW**

**Fund Eligibility:** This fund is available to provide fiscal relief to independent special districts with fiscal impacts due to the COVID-19 public health emergency who have not yet received direct COVID-19 fiscal relief from the state or federal government, as defined.

Application Period: October 1, 2021 through October 15, 2021

#### Recorded Webinar: View webinar

During the CSDA webinar with DOF, presenters discussed the allocation process, provided a preview of the web portal, and answered questions.

When you arrive at the registration page, you will be prompted to add the On-Demand Webinar to your cart. If you are not a member of California Special Districts Association, please click "Register HERE" (in the description) and you will be prompted to fill out a brief online form providing your name,

1/3

job title, email address, and district name. When finished, you will receive a confirmation email within one business day with instructions for how to access the webinar. Any questions? Call CSDA at 877.924.2732.

**Resources: DOF Webinar Presentation PDF** 

**Sample Application Questions** 

#### Frequently Asked Questions\*

\*please continue to check the CSDA COVID-19 Take Action Page for updates as this document is subject to change.

Contacts for Questions: General questions related to the fund, <a href="mailto:COVIDfund@csda.net">COVIDfund@csda.net</a>

Questions related to the web portal or disbursement, SDrelief@dof.ca.gov

Special districts with fiscal impacts eligible under the American Rescue Plan (ARP) that are unlikely to receive state or federal funding should reach out to their county officials to discuss funding opportunities and request fiscal assistance through the county's share of ARP funds.

Visit COVID-19 Relief Funding Take Action Page For More

CSDA remains the only voice at the Capitol that represents and fights for all California special districts, regardless of services provided or affiliation with other organizations.

If you have questions or need assistance accessing, please contact Member Services at membership@csda.net and (877) 924-2732.









California Special Districts Association 1112 I Street, Suite 200, Sacramento CA, 95814 877.924.2732 | www.csda.net

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#### BEI

Lic. 869346 14 Commercial Blvd Suite 125 Novato, CA 94949 Phone 415-259-4446 Fax 415-234-7992 info@beielectrical.net

# **Proposal & Contract**

2/1/20	21			
то:	Paul Barry Cazadero Community Service D P.O. Box 508 Cazadero, CA 95421	istrict	Project: 6100 Cazadero Hwy Cazadero, CA	
Work	Description:			
wante	ew conduit and wire from the existi ngth of conduit will not exceed 30' ny obstructions.	ng transfer switch to th . Startup and test. Ge	ne generator. It is our assumption the enerator must be located a minimum o	; f 5'
Our tot	al price for the above job is: \$5,41	9.89		
existing	ounty company lees, if applicable	e, are not included unle	Permits are not included unless otherwess noted. Repair or replacement of des may not be included. BEI is not a	
Payme at the c	ents: 45% billed at the start of our completion of our work. Invoice te	r work, 45% billed at th rms are Net 10 days.	ne completion of rough wiring, 10% bill Price will be honored for 30 days	ed
Sincere	ely,			
Joe Tad	chis			
Accepte	ed:			
Paul Ba	nrry	Date_		

#### BEI

Lic. 869346 14 Commercial Blvd Suite 125 Novato, CA 94949 Phone 415-259-4446 Fax 415-234-7992 info@beielectrical.net

# **Proposal & Contract**

2/1/20	21	
то:	Paul Barry Cazadero Community Service District P.O. Box 508 Cazadero, CA 95421	Project: 6100 Cazadero Hwy Cazadero CA
Furnisl the gei	<b>Description:</b> h and install a new 200-amp transfer switch. Ferator. It is our assumption the total length out on the total length out or. Generator must be located a minimum of	Run new conduit and wire from the transfer switch to f conduit will not exceed 30'. Start up and test 5' from any obstructions.
Exclusion noted. existing design	or engineering company.  ents: 45% billed at the start of our work, 45% completion of our work. Invoice terms are Net	r floors. Permits are not included unless otherwise sluded unless noted. Repair or replacement of ode upgrades may not be included. BEI is not a billed at the completion of rough wiring, 10% billed 10 days. Price will be honored for 30 days
Joe Tad		
Paul Ba	arry	Date

#### Paul Barry <acfd1@comcast.net>

9/10/2021 8:18 AM

## Fwd: Per Capita Grant Application Reminder

To cazaderocsd@comcast.net <cazaderocsd@comcast.net>

#### Communications

----- Original Message -----From: <u>Spencer, Erin@Parks</u> To: <u>Spencer, Erin@Parks</u> Date: 09/09/2021 2:37 PM

Subject: Per Capita Grant Application Reminder

If you are receiving this email your city/county currently has one or more unallocated grant(s), made available through the Prop 68 Per Capita Grant Program.

Hello-

This is a reminder regarding Per Capita Grant Program allocation(s) your agency has received through the CA Department of Parks and Recreation.

You may click this link for general information: Per Capita Program

While the deadline to turn in applications is **December 31, 2021**, **We strongly encourage you if your agency is able, to please turn in the application(s) ASAP.** 

Alternatively, we recommend submitting a partial application (via email) so that OGALS can get started on creating your project file and allocate your funds in our accounting system. To complete a partial application, simply respond to this email with the following:

- Project name
- Amount
- Location
- Scope
- Match (required Y or N)

\*Your project information and/or scope can easily be changed later if needed.

## When approaching the full application process, below are a few common errors to avoid:

- CEQA \*is\* required and must be submitted with a stamped Notice of Exemption (NOE) or Notice of Determination (NOD).
- Land Tenure \*is\* required in all cases, please refer to page 22 of the Per Capita Guide.

Each Application item must be sent as a separate file, labeled according to the App Checklist names on Page 11
of the Per Capita Guide.

I am the current Project Officer for your county, please reach out with any questions or to obtain information as it specifically relates to your Agency.

Thank you,

## **Erin Spencer**

Project Officer (APRS)

Office of Grants and Local Services

Cell: <u>916.860.4970</u>

Erin.Spencer@parks.ca.gov

# Procedural Guide for the

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

# PER CAPITA PROGRAM

September 2020





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

"Creating Community through People, Parks, and Programs"

#### Send correspondence to:

#### Street Address for Overnight Mail:

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

#### Mailing Address:

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

Phone: (916) 653-7423

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

#### 2018-2019 California State Budget, Chapter 29

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

# STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION



#### **Department Mission**

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

#### **Community Engagement Division Mission**

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

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

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

#### **OGALS VISION GOALS**

To Be:

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

#### **TABLE OF CONTENTS**

PER CAPITA PROGRAM DESCRIPTION	
Eligible Recipients (PRC §80062)Eligible Projects	4 5
GRANT PROCESS OVERVIEW	6
Authorizing Resolution	7
APPLICATION PACKET	. 10
Application Packet Checklist	. 12 . 13 . 14 . 16 . 19 . 20 . 21 . 22 . 24 . 24
SPECIAL REQUIREMENTS	26
Status Report  Bond Act Sign  Deed Restriction	28
GRANT PAYMENTS	33
Payment Request Form	35
PER CAPITA CONTRACT	42
ACCOUNTING AND AUDITS	48
Accounting Requirements Audit Checklist	
REFERENCES	50
Public Resources Code relating to the Proposition 68 Per Capita program	
ALLOCATION TRANSFER	54
DEFINITIONS	55
Words and terms shown in SMALL CAPS are in the definitions section.	

#### **Per Capita Program Summary**

#### Background

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

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

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

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

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

#### Eligible Recipients (PRC §80062)

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

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

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

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

#### **Allocations**

Visit OGALS' Per Capita webpage at www.parks.ca.gov/percapita for allocations.

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

**Eligible Projects** 

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

#### Match

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

No Supplanting

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

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

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

#### **Grant Process Overview**

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' <u>Per Capita</u> <u>webpage</u> at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

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

#### **Authorizing Resolution**

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

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

The Authorizing Resolution serves two purposes:

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

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

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

#### **Resolution Form**

Resolution Number: (insert number here)

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

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

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

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

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

- Approves the filing of project application(s) for Per Capita program grant project(s); and
- 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
- 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
- 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 theday of, 20	
I, the undersigned, hereby certify that the foregoing Resolution Numberwas duadopted by the (grantee's governing body) following a roll call vote:	ly
Ayes: Noes: Absent:	

(Clerk)

#### **Application Packet**

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

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



#### **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 Digital file name: checklist.pdf	Pg. 11		Pg
		Application Digital file name: application.pdf	Pg. 12		Pg
		Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19		Pg
		Acquisition Requirements  Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14		Pg
		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20		Pg
		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13		Pg
		CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21		Pg
		Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg
П		Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg
		Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg
	П	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg
П		Photos Digital file name: photos.pdf	Pg. 24		Pg



## Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$			
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$			
addition to available)	LAND TENURE (☑ all that apply) ☐ Owned in fee simple by GRANTEE			
	Available (or will be available) under a ( ) year lease or easement			
NEAREST CROSS STREET				
Project Type (Check one) Acquisition ☐ Develop	oment□			
COUNTY OF PROJECT LOCATION				
GRANTEE NAME AND MAILING ADDRESS				
AUTHORIZED REPRESENTATIVE AS SHOWN IN				
Name (typed or printed) and Title E	mail address Phone			
GRANT CONTACT-For administration of grant (if di	fferent from AUTHORIZED REPRESENTATIVE)			
Name (typed or printed) and Title E	mail address Phone			
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.				
Signature of AUTHORIZED REPRESENTATIVE as shown	in Resolution Date			
Print Name:				
Title:				

Per Capita Match

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

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

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

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

**Match and Eligible Costs** 

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

Determining the match amount:

PROJECT amount:

\$125,000

20% match:

(\$25,000)

GRANT amount:

\$100,000

Submitting costs for reimbursement

GRANT amount:

\$100,000

25% in additional costs:

\$25,000

PROJECT amount:

\$125,000

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

#### **Acquisition Projects**

#### **Acquisition Rules**

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

#### **Acquisition Grant Scope/Cost Estimate**

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

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

#### **Acquisition Documentation**

For each parcel to be acquired, submit these documents:

- 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

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

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

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

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

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

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

#### **Eligible Acquisition Costs**

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

#### Ineligible Acquisition Costs - Cannot be charged to the grant

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

#### **Development Projects**

#### **Development Project Rules**

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

#### **Eligible Development Costs**

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

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

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

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

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

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

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

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

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

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

#### Examples:

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

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

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

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

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

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



## **Development Project Scope/Cost Estimate Form**

Project (	Scope Items	- □ all that :	annly:		
Install new	Renovate existing	Replace existing	Recreation Element		
	П		Pool, aquatic center, splash pad		
			Trails or walking paths		
			Landscaping or irrigation		
			Group picnic, outdoor classrooms, other gather	ing spaces	
			Play equipment, outdoor fitness equipment		
		П	Sports fields, sports courts, court lighting		
			Community center, gym, other indoor facilities		
	Restroom, concession stand				
		П	Other:		
			Other:		
П			Minor elements which support one or more of the elements checked above: benches, lighting, pa		
PRE	-CONSTRUCTION -C	ON (costs ind nits, bid pac	curred prior to ground-breaking, such as design, kages, CEQA); up to 25% of total PROJECT cost.	\$	
			Construction	\$	
			Total PROJECT cost	\$	
	Subtract	GRANTEE m	atch if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$	
			Total GRANT amount requested	\$	
			t all elements listed on this form must be comfinal grant payment will be made.	plete and	
ΔΙΙΤΗ	ORIZED REE	PRESENTA	ATIVE Signature	Date	



#### **Funding Sources Form**

RANTEE:	PROJECT Name						
PROJECTS funded by the program are not con and the PROJECT is open to the public. PROJE  • Be entirely funded by the GRANT, or  • Require funds in excess of the GRANT.		SCOPE is complete,					
If the PROJECT requires funds in excess of the either the SCOPE of the larger project, or a su							
For example, if the PROJECT is \$100,000 tow SCOPE can be the \$500,000 park, or a \$100, playground, that can be complete and open	000 element of the park	500,000 park, the , such as a					
<ul> <li>□ The PROJECT will be entirely funded by th</li> <li>□ The PROJECT requires funds in excess of</li> <li>□ The SCOPE is the same as the scope</li> <li>□ The SCOPE is a subset of a larger project.</li> </ul>	the GRANT: of the larger project, or	rger project is:					
Larger project cost: \$ Ant							
List all funds that will be used. Submit revise sources be added or modified.		n should funding					
Funding Source	Date Committed	Amount					
Per Capita/State of California	July 1, 2018	\$					
		\$					
		\$					
I represent and warrant that I have full authors on behalf of the GRANTEE. I declare under per of California, that this status report, and any mentioned GRANT is true and correct to the behalf of the state of the	enalty of perjury, under to accompanying docume	he laws of the State					
AUTHORIZED REPRESENTATIVE Signatu	re	Date					
Print Name and Title							



## **CEQA Compliance Certification**

GRANTEE:
Project Name:
Project Address:
Is CEQA complete? □Yes □No Is completing CEQA a PROJECT SCOPE item? □Yes □No
What document was filed, or is expected to be filed for this project's CEQA analysis:
Date complete/expected to be completed  ☐ Notice of Exemption (attach recorded copy if filed)  ☐ Notice of Determination (attach recorded copy if filed)  ☐ Other:
If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.
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
Print 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.

#### **Land Tenure Ownership Documentation**

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

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

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

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

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

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

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

#### **Land Tenure Agreement Checklist**

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

#### **Land Tenure Checklist**

GRANTEE:			PROJECT Name		
V	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: Party Date Signed  ———————————————————————————————————			
		Term of the agreement:years			
		• 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.			
		<ul> <li>Termination clause: Any of the following is acceptable:</li> <li>No termination clause – the agreement is non-revocable.</li> <li>Termination clause specifies the agreement is revocable only for cause.</li> <li>The termination clause cannot allow the land owner to revoke the</li> </ul>			
		<ul> <li>Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement:</li> <li>Authorizes the GRANTEE to proceed with the construction PROJECT. The GRANTEE may delegate construction to other entities.</li> <li>Establishes when the general public can use the PROJECT and gives GRANTEE permission to operate the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period.</li> <li>Identifies which entity will maintain the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.</li> </ul>			

#### Site Plan

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

#### **Sub-leases or Agreements**

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

#### **Photos**

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

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

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

Before getting started, gather the following PROJECT information:

- Tree species
- · Size of trees at planting
- Information on the distance and direction to the nearest building (ifapplicable)
- Information on the age and climate control of any nearby buildings (ifapplicable)
- 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.

<sup>&</sup>lt;sup>3</sup> PRC §80001(b)(7)

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

Once all the groups are entered, click next

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

### **Special Requirements**

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

#### **Status Report**

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

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

Grantee:

Project Number: Project Name: Project Scope:

Project Phase: 

Pre-Construction/Pre-Acquisition 

Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

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

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

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

Provide photos showing work completed since (DATE)

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

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

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

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

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

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

#### **AUTHORIZED REPRESENTATIVE Signature**

Date

Print Name and Title

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

**Bond Act Sign** 

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

Sign requirements

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

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

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

Logo

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

**Sign Construction** 

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

Sign Cost

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

**Appropriateness of Signs** 

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

State Approval

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

#### **Deed Restriction**

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

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

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

#### **Deed Restriction Instructions**

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

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

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

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

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

#### **DEED RESTRICTION**

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

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

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

- 1. <u>DURATION.</u> This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).
- 2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a)

  Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statue. 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 statue, which survives a sale of tax-deeded property.
- 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. <u>REMEDIES.</u> 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.

<u>SEVERABILITY.</u> 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.

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	
Business Name (if property is owned by a business):	A. Control of the Con
Additional signature, if required	Date
Print Name and Title	

## **Grant Payments**

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

## **Payment Rules**

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

## **Payment Request Form Instructions**

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

## **Payment Request Form**

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

## PAYMENT REQUEST State Grant Programs

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT  Advance  Reimbursement	☐ Final
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)	
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 PERSO I represent and warrant that I have full authority to exe under penalty of perjury, under the laws of the State of G the above-mentioned Grant is true and correct to the best	ecute this payment request on behalf of the Grantee. I declare alifornia, that this report, and any accompanying documents, fo
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE DATE
FOR CALIFORNIA DEPARTMENT O	OF PARKS AND RECREATION USE ONLY
PAYMENT APPROVAL SIGNATURE	DATE

DPR 212 (Rev. 3/2015)(Excel 3/3/2015)(Page 1 of 2)

**Grant Expenditure Form** 

All payment requests require a summary of costs incurred. An electronic version of the <u>grant expenditure form</u> 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 on request. Only provide the following information to OGALS:

### **PROJECT Number:**

Warrant/	D-4-(0)	Desiniant(2)	Dum 000(4)	Pre-Construction	Construction
Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Amount(5)	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, and a sample timesheet.

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

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

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

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

## **Project Completion Packet**

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

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

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

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

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

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

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

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

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



Project Completion Certification Form
Grantee: Project Number:

Grantee contact for audit purposes

Name:

Address:

Email:

Project completion – list the grant scope items:

**Provide revised Funding Sources Form** 

Interest earned on advanced funds:

Interest spent on eligible costs:

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

\$

### Certification:

Phone: ()

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

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

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

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

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

## **Advance Payments**

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

#### **Pre-Construction Advance**

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project scope/Cost Estimate Form	After the contract has been encumbered	<ul> <li>Payment Request Form</li> <li>ADVANCE justification (see below)</li> <li>Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES</li> </ul>

### **Construction Advance**

Payment	Maximum	When to	Documents to
Type	Request	Request	Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul> <li>Payment Request Form</li> <li>ADVANCE justification (see below)</li> <li>Bid documents (see page 33, number 9)</li> <li>Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule</li> <li>Filed NOD or NOE (page Error! Bookmark not defined.)</li> <li>Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES</li> </ul>

### **Advance Justification**

Provide the following information:

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

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

## Clearing the Advance

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

An ADVANCE is cleared as follows:

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

## **Subsequent Payments**

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

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

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

**Acquisition Advance into Escrow** 

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

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

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

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

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

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

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

## **Per Capita Contract**



**GRANTEE: Grantee Name** 

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

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

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

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

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

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

**GRANTEE** 

AUTHORIZED REPRESENTATIVE Signatu	VE Signatu	ATIVE	<b>ENTA</b>	RES	REP	IZED	HOR	AU
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Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

### **AUTHORIZED REPRESENTATIVE Signature**

Date

## Print Name and Title

AMOUNT OF ESTIMATE \$ CONTRACT NUMBER		FUND			
ADJ. INCREASI	NG ENCUMBRANCE \$	APPROPRIATION			
ADJ. DECREAS	ING ENCUMBRANCE \$	ITEM VENDOR NUMBER	••••		
UNENCUMBER	ED BALANCE \$	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify u	pon my personal knowledge	that budgeted funds are available for this	encumbrance.		<u> </u>
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 bymeans 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.
- 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 Guidefor 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

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

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

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

- STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.
- The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
- 3. The GRANTEE shall comply with the California Environmental Quality Act (<u>Public Resources Code</u>, §21000, et seq., Title 14, <u>California Code of Regulations</u>, §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.
- 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.
- 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 attorneyfees.
- 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

- 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

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

### I. Use of Facilities

- 1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
- 2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
- 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 Grantwas 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.
- 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.
- 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

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

## M. Assignability

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

## N. Use of Grant Monies

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

## N. Section Headings

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

### O. Waiver

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

**GRANTEE** 

AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	
STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	ON
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	

## **Accounting and Audits**

## **Accounting Requirements**

GRANTEES must use accounting practices that:

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

## Accounting Rules for Employee Services (IN-HOUSE EMPLOYEESERVICES)

GRANTEES must follow these accounting practices for employee services:

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

#### **State Audit**

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

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

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

## **Record Keeping Recommendation**

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

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

## **Audit Checklist**

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

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

### **IN-HOUSE EMPLOYEE SERVICES\***

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

### **IN-HOUSE EQUIPMENT\***

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

## MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

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

### **ACQUISITION**

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

#### INTEREST

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

#### AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property
- Proof of insurance pertaining to developed/acquired property
- \* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

<sup>\*\*</sup> Front and back if copied.

## References

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

#### 80000.

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

#### 80001.

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

#### 80002

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

#### 80020.

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

## CHAPTER 3.

#### 80060.

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

#### 80061.

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

### 80062.

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

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

#### 80063.

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

## **Allocation Tables**

Visit OGALS' Per Capita webpage at www.parks.ca.gov/percapita for allocations.

### **Allocation Transfer**

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

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

54

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

## **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

OGALS - DPR's Office of Grants and Local Services.

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

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

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

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

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

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

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

# **DISCUSSION ITEMS**

# **COMMITTEE REPORTS**

# **FINANCIALS**

# Cazadero Community Services District Bills Presented for Payment

September 14 through October 12, 2021

Date	Num	Name	Amount
Sep 14 - Oct 12, 21			
09/16/2021	ACH	Comcast	-192.20
09/15/2021	ACH	Recology Sonoma Marin	-46.95
09/28/2021	EFT	Comcast	-151.57
10/12/2021	EFT	Frontier Communications	-240.27
10/12/2021	EFT	Frontier Communications	-67.00
10/12/2021	EFT	Frontier Communications	-240.35
10/04/2021	EFT	P. G. & E.	-113.68
10/04/2021	EFT	P. G. & E.	-414.62
10/11/2021	EFT	P. G. & E.	-398.71
10/12/2021	E-pay	EFTPS	-1,084.64
10/12/2021	E-pay	EFTPS	-13,239.24
09/14/2021	9873	Brit Horn	-117.00
09/14/2021	9874	RDO Equipment Co.	0.00
09/14/2021	9875	RDO Equipment Co.	-44,227.53
09/14/2021	9877	ClearWater Plumbing Soluti	-3,024.00
09/27/2021	9878	Minter, Sterling D	-144.07
10/01/2021	9879	Caplan, Nancy K.	-415.58
10/01/2021	9880	Dewart, Alan	-461.75
10/01/2021	9881	Krausmann, Steven M	-606.80
10/01/2021	9882	Kulczewski, Sharon	-941.15
10/01/2021	9883	Barrio, Gabriel	-418.19
10/01/2021	9884	Dewart, Alan	-288.12
10/01/2021	9885	Endsley, Stephanie R	-432.21
10/01/2021	9886	Krausmann, Steven M	-156.14
10/01/2021	9887	Loewen, Thomas	-288.12
10/01/2021	9888	Shane, Stephen	-432.21
10/01/2021	9889	Barrio, Gabriel	-8,729.23
10/01/2021	9890	Decarly {Strike Team}, John	-7.616.79
10/01/2021	9891	Endsley, Stephanie R	-3,839.13
10/01/2021	9892	Minter, Sterling D	-4,920.27
10/01/2021	9893	Endsley, Stephanie R	-552.72
10/01/2021	9894	Krausmann, Steven M	-511.95
10/12/2021	9895	Al Dewart	-81.36
10/12/2021	9896	All Star Fire Equipment Inc.	-1,486.93
10/12/2021	9897	Bank of America Business	-6.236.67
10/12/2021	9898	Brit Horn	-38.88
10/12/2021	9899	Caplan, Nancy	-5.99
10/12/2021	9900	Cascade Fire Equipment Co	-315.02
10/12/2021	9901	Cazadero Supply	-341.76
10/12/2021	9902	Cazadero Water Company	-23.94
10/12/2021	9903	Christian Ottolini	-375.00
10/12/2021	9904	Complete Welders Supply	-70.90
10/12/2021	9905	Fire Agencies Self Insuranc	-3,703.00
10/12/2021	9906	L. N. Curtis & Sons	-514.84
10/12/2021	9907	NSCAPCD	-75.00
10/12/2021	9908	Stephanie Endsley	-94.95
10/12/2021	9909	Steve Krausmann.	-338.13
10/12/2021	9910	USPS	-12.00
Sep 14 - Oct 12, 21		_	-108,026.56

# CORRESPONDENCE

Jim Berry <jim©cazaderowaterco.com>

9/21/2021 3:40 PM

## **Fw: CAZADERO WATER**

To CazaderoCSD < cazaderocsd@comcast.net >

From: Jim Berry <jimPcazaderowaterco.com>
Sent: Tuesday, September 21, 2021 6:40 PM
To: schezerjcomcast.net <schezerjcomcast.net>

Subject: Fw: CAZADERO WATER

### Hello Cazadero water users,

Cazadero, like the rest of California, is enduring a record water shortage. Our upland springs are the lowest in memory and Austin Creek is mostly a gravel bar. A few hours ago, our biggest well-pump melted from the low water table. We hope that you will all be extra careful with water use until the Fall rains begin to recharge our groundwater. We expect to have the pump up and running by Friday with help from Weeks Well experts. Thank you for your assistance during this difficult time. Jim

https://connect.xfinity.com/appsuite/v=7.10.5-12.20210916.081428/print.html?print 1632696332282

Office of Grants and Local Services < localservices@parks.ca.gov>

9/22/2021 2:55 PM

## Updates on Fall 2021 Grant Opportunities!

To cazaderocsd@comcast.net



The Office of Grants and Local Services (OGALS) is pleased to provide the following important updates for the Outdoor Equity Grants Program (OEP), the Regional Park Program (RPP), and the Rural Recreation and Tourism Program (RRT):

- Online Application System is Open and a Video Tutorial is available
- Program Overviews, including a new OEP "Questions and Answers" document

## Online Application System is Open

Submittable, the online application system, is available for all three programs. We strongly encourage you to begin entering applications now - create an application account. The system is designed so that co-workers and partners can Collaborate on an application by clicking "Invite Collaborators" at the top of the online application. Collaborators must be added before the final submit application tab is clicked - they cannot be added afterward. Video tutorials are available on each program webpage to assist applicants with setting up their Submittable account and entering applications.

Applicants planning to submit more than one application in the same Grant Program will use these steps:

1. Complete one entire application at a time and click the "submit application" button at the bottom of the application. This must be done before the same person can create and be the "owner" of the next application. Alternately, if an applicant wants to work on multiple applications in the system at the same time, Step 2 below will be followed.

#### OR

- 2. An applicant must select another person (co-worker or another partner) to start an account for each additional application and follow the steps below.
  - The person who starts the additional application is called an "owner" in the online Submittable system. Each additional application will need a different owner to create the new application account.
  - When an owner sets up an application account, the owner will be able to
    email a link to invite as many collaborators as needed. However,
    collaborators must be added before the application is submitted. Collaborate
    on an application by clicking "Invite Collaborators" at the top of the online
    application.
  - A collaborator can work on the application in the system but will not have the ability to click the "submit application" button.
  - The owner will click the "submit application" button by the Application deadline.

We hope you find this online collaboration feature to be helpful for those who are teleworking, and to support online teamwork between your co-workers and partners while preparing the application. To learn more about collaboration, please click <a href="here">here</a>.

You can submit applications as soon as they are ready between now and the Application deadline, as long as you have determined that your responses to the Project Selection Criteria are complete. Revisions to Project Selection Criteria will not be accepted once applications have been submitted.

## **Program Overviews**

## **Outdoor Equity Grants Program**

OEP will fund **program operation** for outdoor access, including activities in a community and day or overnight trips from the community to regional, state, national parks, tribal land, and other natural areas within California. OEP will fund program operating and transportation costs but will not fund capital projects.

A "Questions and Answers" document is now available! Request a copy by emailing your Competitive Review <u>Project Officer</u>.

Applications must be submitted online before 5:00 pm on October 8, 2021.

Please visit <u>parks.ca.gov/oep</u> for more information about the program and the <u>Application Guide</u>.

## Regional Park Program

RPP will fund **land acquisition and development** to create, expand and improve regional parks and facilities across California.

Applications must be submitted online before 5:00 pm on November 5, 2021.

Please visit <u>parks.ca.gov/rpp</u> for more information about the program and the <u>Application Guide</u>.

## **Rural Recreation and Tourism Program**

RRT will fund **land acquisition and development** to create new recreation facilities in support of economic and health-related goals in rural communities across California.

Applications must be submitted online before 5:00 pm on November 5, 2021.

Please visit <u>parks.ca.gov/rrt</u> for more information about the program and the <u>Application Guide</u>.

As a reminder, video tutorials showing how to submit online applications are available on each grant program webpage.

We look forward to your applications!

California Department of Parks and Recreation
Community Engagement Division
Office of Grants and Local Services' Competitive Review Team

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Michael Nicholls <mcnicholls@me.com>

9/24/2021 4:40 PM

# **PG&E Wood Removal Issues**

To Paul Barry <acfd1@comcast.net> • Cazadero CSD Office <cazaderocsd@comcast.net>

Paul, the attached correspondence may be of interest to the CSD and Cazadero Residents impacted by PG&E tree removal program.

210924 RCRC-PG&E Wood Removal Letter.pdf (271 KB)

1/1









September 24, 2021

Rachel Peterson Executive Director California Public Utilities Commission 505 Van Ness Avenue San Francisco, California 94102

## Re: Local Governments' Response to PG&E Wood Haul Program

Dear Executive Director Peterson:

The Rural County Representatives of California (RCRC), the Counties of Napa and Sonoma, and the City of Santa Rosa (together, the Local Governments) submit this letter in response to the 2020 Wildfire Tree Hauling Program that PG&E described in its September 7, 2021 letter to you. The Local Governments greatly appreciate the Commission's August 24 directive to PG&E to establish a responsible tree-removal program for the trees it cut down during post-fire system restoration in 2020, and to act in a similarly responsible manner regarding trees cut down in 2021. The Local Governments strongly support efforts to reduce the risk of utility-caused wildfire and are committed to a responsible, holistic approach to reduce overall wildfire risk. The Commission's order to PG&E was necessary: since October 2020, PG&E resisted calls from impacted residents and local governments to remove the trees it felled after the 2020 wildfires and disclaimed any responsibility to remediate the fire and safety hazards those actions created.\(^1\).

The Local Governments also appreciate that PG&E finally developed a program of sorts to remove the trees it cut down, and that PG&E has recently expanded the scope of that program to address a larger portion of the 150,000–200,000 trees it felled in 2020. We are, however, concerned about several aspects of PG&E's program as described in the materials PG&E provided to the Commission and as we are seeing it unfold on the ground.

We acknowledge that PG&E has begun working more closely with some local governments impacted by the 2020 tree cutting to provide information about the scope of the wood removal program and PG&E's on-the-ground activities. The Local Governments' concerns detailed below are not intended to suggest that PG&E is being obstructionist or refusing outright to meet impacted communities' needs with respect to felled tree removal. We do note, however, that PG&E's stance on its felled trees has been a noticeable anomaly in its otherwise aggressive

<sup>&</sup>lt;sup>1</sup> While PG&E's actions to remove large diameter trees are commendable, the utility still disclaims any legal or regulatory requirement to remove those trees, as evidenced by the sample 2020 Wildfire Wood Management Program letter submitted as "Attachment E" to its September 7 letter to the Commission.

approach to wildfire mitigation across its service territory, and that PG&E did not develop its tree removal program on its own initiative. The current wood removal program still bears marks of PG&E's singular reluctance to acknowledge the current safety and fire risks posed by large numbers of felled trees that it previously recognized as posing risks or its responsibility for remediating those risks.

## Background of 2020 Wood Removal Program

The Local Governments have chronicled PG&E's cancellation of its previous Wildfire Wood Management Program and its grudging development of a new series of lesser wood removal proposals in previous correspondence to the Commission. PG&E's statements that it welcomes the Commission's letter ordering the development of a wood removal program and that it is eager to share the details of its already-underway program are a welcome change in attitude, because they are a distinct about-face.

It is notable that PG&E frames the issue of large amounts of wood left on the ground following system restoration as a burden on property owners but does not acknowledge the safety and fire risks created by leaving whole and chipped trees and limbs on site. This is a particularly concerning omission, since the utility previously acknowledged these issues as justification for creating its Wildfire Wood Management Program after the 2017 and 2018 wildfires. Given the ravages of climate change and the current levels of wildfire risk in California, the presence of hundreds of thousands of felled trees and large quantities of chipped material on the ground arguably presents a greater fire and safety risk today than it did in 2017.

## Specific Concerns With the 2020 Wood Removal Program

PG&E's current program has two phases. The wood removal program PG&E started in June was limited to residential properties; Napa, Sonoma, and Santa Rosa learned in early September that PG&E had created a second phase of the program that extended to governmental property. The Local Governments support the expansion, as PG&E cut down a significant number of trees in 2020 on government property and in locations that PG&E deemed out of scope for Phase One of the wood removal program. Until we learned of the expanded scope of the program, the Local Governments feared PG&E would only remove a small fraction of the trees it cut down after the 2020 wildfires. This improvement notwithstanding, the Local Governments are troubled by several aspects of the program as currently described.

Accessibility of information. Despite its allegedly broad publicity campaign, the wood removal program does not appear anywhere on PG&E's website. None of the local press releases, information about the program, or landowner permission form appear in a Google or PG&E website search.<sup>2</sup> Given the extent to which PG&E relies on its website as the primary source of information for customers, the absence of the 2020 wood removal program is conspicuous. The press release for PG&E's 2017 Wildfire Wood Management Program, and the wood removal permission form for Enhanced Vegetation Management activities, on the other

<sup>&</sup>lt;sup>2</sup> Searches last performed September 22, 2021.

hand, do appear on PG&E's website. The press releases and information for the 2020 wood removal program that appear in Google searches are all from the impacted local governments. The Local Governments have heard from some residents that they have been unable to find any information about the wood removal program online, which suggests that PG&E's direct residential outreach has not been as comprehensive or effective as PG&E asserts.

Metrics for determining scope and effectiveness of outreach. The Local Governments have been unable to assess the actual scope or effectiveness of PG&E's outreach to affected properties. PG&E reports numbers of letters sent to eligible customers, numbers of telephone calls made, and numbers of parcels that have opted in, but those numbers are meaningless without the larger context of total customers impacted (including ones deemed ineligible in June but now moved into Phase Two of the program) and total parcels on which PG&E cut down trees in 2020. PG&E did not provide this contextual information to the Commission in its letter. We also do not have information regarding the number of landowners who gave up on waiting for PG&E and removed the wood themselves. Napa, Sonoma, and Santa Rosa have been asking PG&E for contextual information for months. While PG&E's attorneys have been making good-faith efforts to answer our substantive questions about the program, PG&E has not yet shared much of the necessary information regarding the full scope of its 2020 tree-cutting activities. As of early September, PG&E stated that it did not intend to share information regarding the location of Phase Two wood, which will remain on the ground for some period of time, with impacted local governments. This reluctance is of particular concern to the Local Governments, as it could hinder our own ability to plan and prepare for the height of wildfire season. On September 22, PG&E provided Napa County with some information regarding the locations in which it performed post-fire system restoration work in 2020; the County is very appreciative, but it must be noted that the information came after months of entreaties to PG&E.

As part of its improved approach to the wood removal program, PG&E has expressed some willingness to hold meetings with Napa, Sonoma, and Santa Rosa's fire and public works staff to discuss the situation on the ground in terms of locations and volumes of felled trees. The felled trees and chipped material left onsite pose a legitimate fire risk, and if they will remain in place, local governments need to know where the trees and/or chipped material are located and the volumes involved. Napa County has met twice with PG&E; Sonoma and Santa Rosa have not yet heard from PG&E to schedule a meeting. PG&E appears to reference those completed and yet-to-be-scheduled meetings in its letter as part of its local government outreach and coordination, but the Commission should bear in mind that the meetings were at the local governments' request, not PG&E's initiative.

Program eligibility. The scope of what constitutes "eligible" wood is concerning. While the Local Governments are pleased that Phase Two of the program will revisit trees felled in riparian areas, on steep slopes, and other locations that PG&E believes pose safety risks, PG&E's eligibility criteria overlook the fact that the trees are on the ground in those locations solely because PG&E cut them down and left them there. The Local Governments support PG&E's focus on worker safety and protecting sensitive environments, but PG&E should not be able to use haphazard tree-cutting as the justification for why it cannot remediate the risks it

created in the first place. This issue goes to the heart of the Commission's directive to PG&E to prepare and train its workforce in tree-removal best practices. We note that, beyond a stated intention to stage wood in an operationally efficient manner to facilitate hauling in 2021, PG&E provides no information about its plans to cut trees in a more responsible fashion following the 2021 wildfires.

Manner of removal and disposal may increase fire risk. While the Local Governments support PG&E's efforts to remove large diameter materials, we are concerned that the manner in which removal is conducted could actually increase fire risk. As previously stated, we are approaching this program from a holistic wildfire risk reduction perspective. We understand that some tree limbs may need to be chipped and left on site; materials left on site by PG&E, however, cannot be allowed to significantly increase the fuel load on the forest floor or increase overall fire risk. We are particularly concerned that PG&E's Response Letter contemplates using "specialized chipping equipment" that can handle material as large as 28" in diameter.<sup>3</sup> We hope that PG&E is not planning on simply chipping and leaving on site all trees and trunks up to 28" in diameter, as that much woody debris left in place could significantly increase fuel loads and wildfire risk. Additionally, PG&E's "Landowner Permission Form" indicates that it will only haul away material that is greater than 4" inch diameter (measured at the smaller end).4 While a 4" bright line may be reasonable, measuring from the smaller end means that a large branch with twigs at the small end would be left onsite. That will ensure that far more large branches (and even trees) are chipped and left on site, based solely on if or where PG&E's tree crews choose to segment the felled trees and branches, than if PG&E measured from the large end.

Fine print of the Permission Form may chill acceptance and create a Catch-22. The Local Governments are concerned that the fine print of PG&E's "Landowner Permission Form for 2020 Wildfire Tree Hauling" may have a chilling impact on customer acceptance. The Local Governments are concerned that PG&E is using this opportunity to have customers affirmatively disclaim any future utility obligation to perform large wood removal or haul material away for any future vegetation management work performed on the property. While the Local Governments hope that PG&E was thorough in its assessment and cutting of trees that posed a risk to power lines at the time those trees were removed during 2020 and 2021 post-fire actions, utility vegetation management obligations are ongoing. As such, trees that were not removed because they did not pose a risk to power lines at the time of the assessment may require treatment at some point (even decades) in the future. PG&E's removal of material cut during future vegetation management activities at the property should not be foreclosed because the current landowner needs the utility to remediate the immediate safety and fire risks caused by 2020 and 2021 post-fire tree removal. This concern is heightened if PG&E intends the disclaimer to absolve it of responsibility to remove debris created during the course of routine vegetation management operations not related to post-fire remediation.

<sup>5</sup> *Id*.

<sup>&</sup>lt;sup>3</sup> PG&E Response Letter, p. 2.

<sup>&</sup>lt;sup>4</sup> "Attachment F" to PG&E's Response Letter.

Furthermore, there appears to be a disconnect between PG&E's stated intent to conduct "Phase Two" removals and the language in the Permission Form property owners are required to sign. In its letter to the Commission, PG&E indicated that it will return to properties in Phase Two to remove wood that is not readily accessible or that may require additional permitting or risk environmental degradation. At the same time, the Permission Form allows PG&E to avoid those Phase Two responsibilities at its sole discretion. In signing the Permission Form, the property owner must acknowledge that "if hauling may cause substantial environmental or physical damage as determined by PG&E, PG&E will not haul [trees] and is not obligated to haul [trees] away." Perhaps this was unintentional or a byproduct of the changes PG&E has made to its program over the last several months. But it creates a Catch-22 in which PG&E commits to the Commission to develop a program to remove more challenging materials in Phase Two, but then avoids any responsibility to actually perform that work because it received/required written permission from the landowner stating otherwise.

# Specific Concerns With the 2021 Wood Removal Program

The Local Governments are concerned that PG&E's commitment to remove trees it cuts down as part of 2021 wildfire system restoration is subject to the caveat that the work will be done "on a rolling basis when it is safe to do so <u>and as resources allow</u>." While we understand that conditions in the field will ultimately dictate the scope of work, it is not clear that PG&E has committed to do anything with the 2021 trees other than see how it goes. It may be that PG&E simply intended to reflect the uncertainty inherent in post-fire response activities, but our concern is based on our difficult experience with PG&E following the 2020 fires. The Local Governments are also concerned that the "as resources allow" caveat could allow PG&E to seek to avoid its obligation and commitment to remove 2021 trees if the Commission ultimately declines to allow PG&E cost recovery from ratepayers. Local governments do not have the resources to repeatedly raise these concerns and advocate for PG&E to remove as much felled wood as possible after every fire season.

We appreciate your attention to this issue and the continued efforts of the Commission to safeguard communities from wildfire risks. We also value PG&E's improved attitude toward remediating the fire and safety risks it creates during post-fire system restoration work, and we look forward to working more closely and collaboratively with PG&E on this issue. It appears, however, that there may still be a disconnect between what the Local Governments and perhaps the Commission expect of PG&E's tree removal program and the actual program as implemented.

<sup>&</sup>lt;sup>6</sup> PG&E Response Letter, p. 2.

<sup>&</sup>lt;sup>7</sup> PG&E Response Letter, p. 7 (emphasis added).

<sup>&</sup>lt;sup>8</sup> The Commission noted in its August 24 letter to PG&E regarding "[m]anagement and removal of burned and felled wood following wildfires" that "[n]othing in this letter states any position on whether PG&E will be authorized to collect the costs of removing felled trees in rates from ratepayers. That question will be resolved during formal proceedings before the CPUC."

Very truly yours,

/s/ John Kennedy

Rural County Representatives of California

/s/ Megan Somogyi

Napa and Sonoma Counties, and the City of Santa Rosa

cc:

Service List R.18-10-007

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Commissioner Martha Guzman Aceves

Commissioner Darcie Houck

Commissioner Clifford Rechtschaffen

Commissioner Genevieve Shiroma

Mark Ghilarducci, Director, Governor's Office of Emergency Services

Caroline Thomas Jacobs, Director, Office of Energy Infrastructure Safety

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J. Keith Gilless, Chair, California Board of Forestry and Fire Protection

Sumeet Singh, SVP & Chief Risk Officer, PG&E

William Manheim, Deputy General Counsel, PG&E

Jessica Basilio, Counsel, PG&E

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CAPRI Member Portal <apriportal@specialdistrict.org>

10/1/2021 8:27 AM

Safety Line: October 2021

To cazaderocsd@comcast.net





October is Cyber Security Awareness Month which is intended to raise awareness about the importance of preventing breaches of your District's sensitive business and personal information. Having your employees aware and trained on cybersecurity will help mitigate risks to your District's data.

October is also National Crime Prevention Month. As part of the GL/Property coverage, CAPRI provides the <u>Identity Fraud Expense Reimbursement Program</u> at no additional cost to Districts. The GL/Property coverage also includes the <u>Crime Program</u> which provides coverage for loss of money and securities as a result of employee dishonesty, embezzlement, forgery and other criminal acts.

## The Crime Coverage Program extends coverage for:

- Employee theft
- · Forgery or alteration
- Theft of money and securities
- Robbery and burglary
- Computer fraud
- Funds transfer fraud
- Money orders and counterfeit paper currency

As a benefit to our members, CAPRI pays 100% of the premium for Crime Coverage! If you have any questions about this program, please contact Matt Duarte at <a href="mailto:mduarte@capri-jpa.org">mduarte@capri-jpa.org</a>.

# **October Events**



- · October 1st is World Smile Day.
- October 4th is National Taco Day & World Habitat Day.
- October 5th is World Teacher's Day.
- · October 10th is World Mental Health Day.
- October 11th is Columbus Day.
- October 14th is National Dessert Day.
- October 15th is Boss's Day.
- October 29th is World Stroke Day.
- October 31st is Halloween.
- · October 3rd-9th is Fire Prevention Week.
- October is Breast Cancer Awareness Month.
- October is Protect Your Hearing Month.
- October is National Crime Prevention Month.
- October is National Cyber Secuirty Awareness Month.

# Safety Quote of the Month

# "Cyber Security is much more than a matter of IT."

- Author: Stephane Nappo



# **History of Cyber Security Month**

Cyber Security Awareness Month was launched by the National Cyber Security Alliance & the U.S. Department of Homeland Security in October 2004. As technology has transformed the way we conduct business it has also brought with it several new challenges and risks such as data protection in an online world with cyber-criminals. A data breach (when an unauthorized person accesses confidential information) can have disastrous consequences in more ways than one. If you don't ensure that the proper cybersecurity systems, policies, and procedures are in place, you are leaving your District to operational, financial, and reputational damage.

There are some very simple steps you can take to minimize the risk of a cyber attack.

#### 1. Invest in Protection Software

To prevent hackers from being able to access your data via the Internet, you need to invest in anti-malware and anti-virus protection software for your network, as well as a firewall. It will create a barrier between your data and unauthorized people, but you

need to ensure updates are carried out regularly. Check with your Internet provider to see if they provide protection software and a firewall with your service.

### 2. Staff Training

Many data breaches are caused by simple human error by an employee. It is essential all of your staff are regularly trained in data security. They should know how to identify email phishing scams and not open suspicious attachments. Your District should have a data security policy which outlines all of your security procedures.

#### 3. Passwords Should be Secure

Your passwords need to be as secure as possible. Aside from the risks involved in using simple or popular passwords, hackers have tools which can guess passwords in a matter of minutes. These are called Brute Force Attacks as a computer will automatically run through thousands of variations of letter and number combinations. Everyone should be using passwords which are as complex as possible and changed regularly to minimize the risks. Use multi-factor authentication when available.

### 4. Restrict Employee Access

To minimize the risk of an employee accidentally causing a data breach or security issue, it is a good idea to restrict information access to a 'need-to-know' basis. It means each employee can only access the data they need to carry out their role.

### 5. Security for Mobile Devices & Flexible Workers

Smartphones, laptops, and tablets are being used more often for work since they can be used in the office, at home, or in the field. This means there is an increased likelihood that the device could fall into the wrong hands, so you need to make sure that they are adequately protected should this happen. This is usually referred to as endpoint security or endpoint protection which is the practice of safeguarding the data and workflows associated with the individual devices that connect to your District's network.

#### 6. Wi-fi Safety

Practice safe web surfing wherever you are by checking for the "green lock" or padlock icon in your browser bar which represents a secure connection. If you do use an unsecured public access point, practice good Internet safety by avoiding sensitive activities that require passwords or credit cards. Your own personal hotspot is often a safer alternative to free Wi-Fi.

#### 7. Building Security

Cyber-attacks do not necessarily always come from outside your District. Physical security of your District's buildings is also important. If an unauthorized person is able to access your offices, any physical data you have is compromised, and there is a chance they will be able to log on to your network, especially if your passwords are not secure.

#### 8. Destroy Data Securely

Sometimes it will be necessary to destroy old data pending review of records retention. It could be information which is stored electronically or physically, but either way, you

need to ensure you are disposing of it securely. When using a professional shredding service you will be given proof that the information has been destroyed.

#### RECOMMENDED VECTOR SOLUTIONS TRAINING COURSE:

#### Cyber Awareness for Business Leaders

- Creating a Cyber Security Culture
- Incident Preparedness and Management Planning
- Laws and Global Compliance Standards
- Safeguarding Against Social Engineer Attackes

#### Cybersecuirty Awareness for Employees

- Classifying and Safeguarding Data for Corporate and Personal Use
- End-User Best Practices
- Security Awareness Essentials
- Social Engineering

#### Security

- · Browser Security Basics
- Cybersecurity Overview
- Emailed and Messaging Safely
- Password Security Basics
- Protection Against Malware

#### **RESOURCES:**

- National Cybersecurity Alliance
- Department of Homeland Security-Cyber Smart
- PRISM Cyber Liability Coverage



**Vector Solutions Website** 

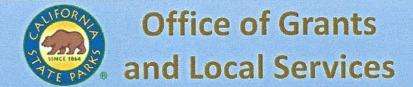
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10/1/2021 12:41 PM

# Fourth Graders and Their Families Invited to Explore 19 State Parks for Free

To cazaderocsd@comcast.net



The following news is not related to a grant program, but rather the Office of Grants and Local Services (OGALS) is pleased to share the News Release that was issued by our Department regarding free entry to 19 State Parks for fourth graders and their families.

Please forward this information if you know of families or agencies that may be interested. For location information and details about applying for the California State Park Adventure Pass, please visit the News Release link below:

https://www.parks.ca.gov/NewsRelease/1044

California Department of Parks and Recreation

Community Engagement Division

Office of Grants and Local Services

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