

FILED
OFFICE OF THE CITY CLERK
OAKLAND

CITY OF OAKLAND

AGENDA REPORT

2009 JAN 15 PM 12:57

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Office of Parks and Recreation / Community and Economic Development Agency
DATE: January 27, 2009

RE: **A Resolution Authorizing the City Administrator or His Designee to Apply for, Accept, and Appropriate Grant Funds in an Amount Not to Exceed Nineteen Million Two Hundred Four Thousand Four Hundred Fifty Six Dollars (\$19,204,456) from the East Bay Regional Park District Local Grant Program Under Measure WW Park Bond Extension to be Allocated to Various Oakland Parks and Open Space Renovation Projects and to Enter Into a Grant Contract with the East Bay Regional Park District**

SUMMARY

A resolution has been prepared authorizing the City Administrator or his designee to apply for, accept and appropriate grant funds in an amount not to exceed \$19,204,456 from the Local Grant Program under the East Bay Regional Park District's (EBRPD) Measure WW Park Bond Extension. The Oakland City Council endorsed the EBRPD proposed extension of the 1998 voter approved Measure AA, Regional Open Space, Wildlife, Shoreline and Parks Bond (2008 Measure WW) on October 7, 2008. Also approved on that date was Oakland City Council Resolution No. 81586 C.M.S. (Attachment B) authorizing the allocation of \$19,204,456 to various Oakland parks and open space renovation projects as listed on Attachment A. Measure WW was approved by Alameda and Contra Costa county voters and staff is now requesting authorization to move forward with the application and implementation process.

FISCAL IMPACT

Approval of the proposed resolution will authorize the application, acceptance and appropriation of grant funds in an amount not to exceed \$19,204,456 to be allocated to fund City-wide capital improvement projects to improve and replace aged facilities and equipment, improve and expand trails, and create new recreation opportunities and experiences for the citizens of Oakland. Nine of the projects approved in Attachment A are part of the Park Capital Improvement Projects Prioritization in which ongoing or continued maintenance cost have been projected by the Public Works Agency during project development. Any additional costs identified will need to be appropriated in upcoming budgets, or existing maintenance adjusted. Maintenance for projects such as Children's Fairyland, Feather River Camp and PAL Camp are the responsibility of the lease holder. Additional ongoing or continued maintenance costs for the remaining projects, if any, have not been identified but if they result in incremental increases will also need to be appropriated in future budgets or existing maintenance levels adjusted to accommodate the costs. The actual scope of work to be performed under each project may change as each project is

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refined to meet the available budget. Grant funds will be allocated to the Community Economic and Development Agency with a fund and individual project numbers to be determined.

EBRPD Measure WW requires no financial match from the City to receive these funds.

BACKGROUND

The East Bay Regional Park District has expanded by more than 34,000 acres of parkland and shoreline in the last 20 years, largely as a result of funding provided by the 1988 voter approved bond measure AA, which also provided \$60 million in funding for local parks and recreation projects. In response to continuing community interest, the East Bay Regional Park District Board of Directors approved placing a bond measure on the November 2008 ballot in Alameda and Contra Costa counties to extend the Measure AA program (2008 Measure WW). The bond extension measure as developed by the Park District's Board of Directors will provide \$500 million in funding to permanently protect open space, ridgelines and shoreline for future generations. The City of Oakland will receive \$19,204,456 in funding from this measure.

During the October 7, 2008 Oakland City Council meeting Council endorsed Measure WW and passed Resolution No. 81586 C.M.S. (Attachment B) authorizing the allocation of bond revenues as listed in Attachment A. Voters approved Measure WW Parks Bond Extension on November 4, 2008.

KEY ISSUES AND IMPACTS

As described in the East Bay Regional Park District's Procedural Guide for Local Grant Program (Attachment C), local agency approval is required prior to accepting grant applications, executing a Master Agreement, or allocating funds. EBRPD will begin accepting grant applications for the first round of funding during the period of February 1 through March 31, 2009. The City of Oakland is in a unique position in that once funding is secured many of the projects listed on Attachment A are ready to be executed. Immediate adoption of the proposed resolution and swift submission of grant applications will afford the City the opportunity to receive a fair share of funds allocated during the grant's first funding cycle and therefore complete on-going projects.

SUSTAINABLE OPPORTUNITIES

Economic: Creation of employment opportunities for Oakland contractors and residents.

Environmental: Improved parks, green space, trails and recreation opportunities and experiences for the citizens of Oakland.

Social Equity: Many of the neighborhoods to be served by grant funds are significantly disadvantaged and low-income communities where parks and recreation facilities have ageing infrastructures in need of repair and updating.


DISABILITY AND SENIOR CITIZEN ACCESS


Planned grant funded projects include upgrades and features that will improve and increase disability access.

RECOMMENDATION AND ACTION REQUESTED

Staff recommends and requests that City Council adopt a resolution authorizing the City Administrator or his designee to apply for, accept, and appropriate grant funds in an amount not to exceed \$19,204,456 from the East Bay Regional Park District Local Grant Program under Measure WW Park Bond Extension to be allocated to various Oakland parks and open space renovation projects and to enter into a grant contract with the East Bay Regional Park District.

Respectfully submitted,

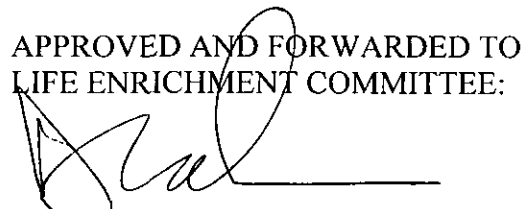

Audree V. Jones Taylor
Director, Office of Parks and Recreation


Michael J. Neary, P.E.
Deputy Director,
Department of Engineering & Construction
Community & Economic Development Agency

Prepared by:
Dana Riley, Assistant to the Director
Office of Parks and Recreation

- Attachment:
Attachment A: Measure WW Parks Project List
Attachment B: Resolution No. 81586
Attachment C: EBRPD Procedural Guide for the Local Grant Program

APPROVED AND FORWARDED TO THE
LIFE ENRICHMENT COMMITTEE:


Office of the City Administrator

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ATTACHMENT A

East Bay Regional Parks District Measure WW Parks Project List Oakland Allocation from Local Grant Program

	<u>Project</u>	<u>Total \$</u>	<u>Location</u>
1.	East Oakland Sports Complex	\$6,000,000	District 7
2.	Caldecott Trail	\$1,000,000	District 1
3.	Owen Jones Field	\$1,000,000	District 6
4.	Poplar Field, Leveling the Playing Fields, Phase II	\$850,000	District 3
5.	Central Reservoir Field, Leveling the Playing Fields, Phase II	\$600,000	District 5
6.	Bushrod Park Soccer Field	\$3,300,000	District 1
7.	25 th Street Mini-Park	\$730,000	District 3
8.	Morcom Rose Garden	\$1,700,000	District 2/Citywide
9.	Feather River Camp	\$500,000	Citywide
10.	Children's Fairyland	\$500,000	District 3/Citywide
11.	PAL Camp	\$1,000,000	District 4/Citywide
12.	Lazear Ballfield Lighting	\$500,000	District 5
13.	City Stables	\$500,000	District 6/Citywide
14.	Laurel Park	\$500,000	District 4
15.	Madison Square Park	\$300,000	District 2
16.	Raimondi Park, Phase I	\$224,456	District 3
	Total	\$19,20456	
	Total Allocation from EBRPD	\$19,204,456	

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	Location	Project	Description	Total \$
1	District 7. 9175 Edes Avenue	East Oakland Sports Complex at Ira Jinkins Park	This funding would complete Phase I, which includes building a state-of-the-art sports complex, including a natatorium, locker rooms, dance/aerobics studio, fitness/weight center, and outdoor basketball courts.	\$6,000,000
2	District 1, North Oakland Sports Field to Skyline Blvd.	Caldecott Trail	This funding would be supplemented by \$500,000 from the East Bay Regional Parks District funding to improve and expand the existing trail from North Oakland Sports Field to Skyline Blvd. This project would provide an accessible segment and trail signage describing wayfinding and ecological/cultural conditions.	\$1,000,000
3	District 6, 5000 Redwood Road	Owen Jones Field	This funding would improve a field to accommodate girls' softball programs so that Oakland's girls and young women may have opportunities to participate in a team sport that promotes self esteem, cooperation and physical health.	\$1,000,000
4	District 3, 3131 Union Street	Leveling the Playing Fields, Phase II – Poplar Field	This funding would improve a field to accommodate girls' softball programs so that Oakland's girls and young women may have opportunities to participate in a team sport that promotes self esteem, cooperation and physical health.	\$850,000
5	District 5, 2506 East 29 th Street	Leveling the Playing Fields, Phase II – Central Reservoir Field	This funding would improve a field to accommodate girls' softball programs so that Oakland's girls and young women may have opportunities to participate in a team sport that promotes self esteem, cooperation and physical health.	\$600,000
6	District 1, 569 59 th Avenue	Bushrod Park Soccer Field	This funding would create a new joint-use synthetic turf soccer field with OUSD on adjacent school property (the former Washington Elementary School)	\$3,300,000
7	District 3, Martin Luther King Jr. Way and 25 th Street	25 th Street Mini-Park	This funding would replace the play structure and swing and would install new lawn area, fencing and gates.	\$730,000
8	District 2, 700 Jean Street	Morcom Rose Garden	This funding would make site improvements and repairs to park, such	\$1,700,000

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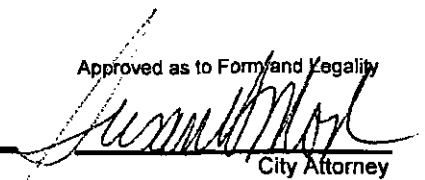
			as entry character, new wedding area at Greater Florentine, site drainage, restroom repair, irrigation system repairs, lighting upgrades and cistern for rainwater capture	
9	Citywide, 5469 Oakland Camp Rd., Quincy, CA	Feather River Camp	This funding would pay for general youth camp renovation, such as ADA upgrades, painting, installation of a new floor in Veranda area, rebuild and repairs of tents and cabins, resurfacing of basketball/volleyball court, construction of a bridge over the creek, repair and maintenance of the ropes course, and path upgrade and trail maintenance.	\$500,000
10	District 3, Citywide	Children's Fairyland	This funding would pay for the design and construction of new entrance to park.	\$500,000
11	District 4, Citywide, near Chabot Space & Science Center	PAL Camp	This funding would pay for the design and construction of four bungalows for rustic camping, and a separate building with kitchen and bathrooms.	\$1,000,000
12	District 5, 29 th Avenue and E. 10 th Street	Lazear Field	This funding would pay to install new lighting at the ball field.	\$500,000
13	District 6, Citywide, 13560 Skyline Blvd.	City Stables	This funding would pay for renovation and improvements to provide educational and recreational activities for the public, particularly youth, through equestrian programs, sustainable agriculture programs, and related activities.	\$500,000
14	District 4, Location TBD	Laurel Park	This funding would contribute to site acquisition and development of a park in an underserved area of Oakland.	\$500,000
15	District 2, 810 Jackson Street	Madison Square Park	This funding would contribute to renovations at the park.	\$300,000
16	District 3, 1800 Wood Street	Raimondi Park	This funding would contribute to the Phase I project at Raimondi Park to design and renovate the multipurpose ball field, the baseball diamond, community elements and infrastructure improvements.	\$224,456

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OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

Approved as to Form and Legality



City Attorney

2008 DEC 12 PM 2:06 **RESOLUTION No. 81586 C.M.S.**

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE ALLOCATION OF NINETEEN MILLION TWO HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS (\$19,204,456) FROM THE REGIONAL OPEN SPACE, WILDLIFE, SHORELINE AND PARKS BOND (2008 MEASURE WW) TO VARIOUS OAKLAND PARKS AND OPEN SPACE RENOVATION PROJECTS INCLUDING, THE EAST OPEN SPORTS COMPLEX, CALDECOTT TRAIL, OWEN JONES FIELD, POPLAR FIELD, CENTRAL RESERVOIR FIELD, BUSHROD PARK SOCCER FIELD, 25TH STREET MINI-PARK, MORCOM ROSE GARDEN, FEATHER RIVER CAMP, CHILDREN'S FAIRYLAND, PAL CAMP, LAZEAR BALLFIELD, CITY STABLES, LAUREL PARK, MADISON SQUARE PARK AND RAIMONDI PARK

WHEREAS, The Regional Open Space, Wildlife, Shoreline and Parks Bond (2008 Measure WW) will be placed on the November 4, 2008 ballot in Alameda and Contra Costa Counties; and

WHEREAS, the bond measure would provide five hundred million dollars (\$500,000,000) in funding to permanently protect open space, ridgeland and shorelines for future generations; and

WHEREAS, twenty-five percent (25%) or one hundred twenty-five million dollars (\$125,000,000) of the bond revenue would go directly to local parks and recreation departments and special park districts on a per capita basis to meet local park needs; and

WHEREAS, fifty million four hundred twenty thousand dollars (\$50,420,000) of the bond revenue would go to twelve regional park projects in Oakland, including the Oakland Shoreline, Martin Luther King Jr. Shoreline, Oyster Bay, Gateway Shoreline, Lake Chabot, Anthony Chabot, Dunsmuir Heights, Leona Open Space, Redwood, Roberts, Sibley/Huckleberry and Oak Knoll to Ridge Trail; and

WHEREAS, four million dollars (\$4,000,000) of the bond revenue would go directly to the Oakland Zoo for capital projects; and

WHEREAS, Oakland would receive nineteen million two hundred four thousand four hundred fifty-six dollars (\$19,254,456) in local share funding from this measure for parks and recreation capital needs; now, therefore be it

RESOLVED: that upon passage of The Regional Open Space, Wildlife, Shoreline and Park Bond (2008 Measure WW) and receipt of the bond revenues, the City Council will allocate their local share of \$19,204,456 from the bond revenues as follows:

- | | | | |
|----|-----------------------------|-------------|---------------------------|
| 1. | East Oakland Sports Complex | \$6,000,000 | Item: _____ |
| 2. | Caldecott Trail | \$1,000,000 | Life Enrichment Committee |
- January 27, 2009

Attachment B

3.	Owen Jones Field	\$1,000,000
4.	Poplar Field, Leveling the Playing Fields, Phase II	\$850,000
5.	Central Reservoir Field, Leveling the Playing Fields, Phase II	\$600,000
6.	Bushrod Park Soccer Field	\$3,300,000
7.	25 th Street Mini-Park	\$730,000
8.	Morcom Rose Garden	\$1,700,000
9.	Feather River Camp	\$500,000
10.	Children's Fairyland	\$500,000
11.	PAL Camp	\$1,000,000
12.	Lazear Ballfield Lighting	\$500,000
13.	City Stables	\$500,000
14.	Laurel Park	\$500,000
15.	Madison Square Park	\$300,000
16.	Raimondi Park, Phase I	\$224,456

IN COUNCIL, OAKLAND, CALIFORNIA, OCT 7 2008, 20

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:

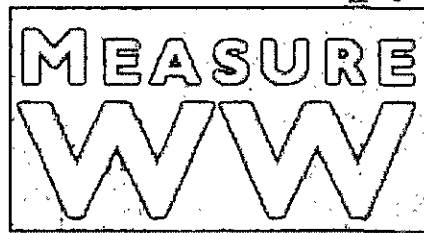


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

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Procedural Guide for the LOCAL GRANT PROGRAM

Under the
East Bay Regional Park District Park Bond Extension



November 2008



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

Jeff Rasmussen, Grants Manager
East Bay Regional Park District
P.O. Box 5381
Oakland, CA 94605
(510) 544-2204 Telephone
(510) 569-1417 FAX
jrasmussen@ebparks.org

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Attachment C

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I. DEFINITIONS

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

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

Acquisition: to obtain a fee interest or lesser public access rights in real property.

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

Application: means the individual Application Form and its required attachments for grants pursuant to the program.

Appropriation Date: means the date the East Bay Regional Park District Board of Directors makes funds available to Applicants. Only expenditures after this date are eligible.

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

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

Capital Project: means the acquisition of land or development activities that are fixed to the site and expected to last at least 20 years.

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

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

District: means the East Bay Regional Park District.

Development: means improvements to real property by construction of new facilities or renovation or additions to existing facilities.

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

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

Grantee: means an Applicant who has an approved Contract for grant fund

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

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

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

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

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

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

Attachment C

II. LOCAL GRANT PROGRAM DESCRIPTION

Amount of Funds Available

\$125,000.000 has been allocated for the Local Grant program. There are no matching requirements for the Local Grant program.

Allocations

Refer to Error! Reference source not found. for allocations.

Eligible Applicants

- Cities
- Special Park and Recreation Districts
- County Service Areas established to provide parks and recreation services
- Alameda County and Contra Costa County have first opportunity to propose projects for the unincorporated areas of the county pending approval of project selection by the Board.
- Other government agencies with the approval of the Board

Eligible Projects

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

- Acquisition (fee title and less than fee title for public access projects)
 - For land acquisition project applicants must submit a copy of the draft land agreement and appraisal if applicable with grant application
- Development (including renovation of recreational facilities)

The following types of projects are ineligible for grant funding:

- Libraries
- Street and highway beautification
- Master Plans
- Maintenance Equipment Purchase (trucks, mowers, tractors, etc.)
- Non-fixed equipment (removable soccer goals, portable air conditioners, etc.)
- Recreational programming and staffing
- Normal maintenance and repairs expected to last less than 20 years. (The District shall make the final determination regarding expected project life.)

District's Administrative Costs

The District's costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall not exceed 5% of the bond proceeds.

III. IMPORTANT POINTS

Attachment C

- Eligible Project costs may be incurred after January 1, 2009. Reimbursement Payments may not be made until there is a fully executed Contract and an approved Project Application between the District and the Grantee.
- Project applications are accepted **February 1st through March 31st** each year. Applications not received or post marked by March 31st shall be reviewed for approval the following year.
- The Grantee may spend up to 25% of the Project Grant amount for non-construction costs, including grants administration, survey, plans, permits, specifications, CEQA compliance and/or Acquisition documents.
- The project may not be operated or occupied by a for-profit business. Only non-profit organizations can occupy or operate the property acquired or developed with grant monies, unless specifically otherwise approved in writing by the District. In no case shall the Applicant receive payments greater than the operating and maintenance cost of the occupied portion of the facility.

III. HOW TO APPLY FOR LOCAL GRANT FUNDS

How to Get a Contract

1. The Applicant submits a resolution authorized by their governing body. It is not necessary to identify Projects in the resolution.
2. The District reviews the resolution and sends a Contract to the Applicant for signature.
3. The Applicant returns the signed Contract to the District.
4. The District returns a fully executed Contract to the Applicant (now Grantee).

How to Apply for a Project(s)

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

Progress Payments

1. After the Application is approved, the Grantee may request reimbursement up to 80% of the Application amount for expenses incurred after **January 1, 2009**.

Project Completion

1. The Grantee completes the Project and submits the Project Completion Package to the Grants Manager (see **Error! Reference source not found.**).
2. The Grantee installs **Measure WW sign** at the project site (see APPENDIX K – Program Sign Requirements for sign requirements).
3. The District performs an audit of the completed Project.

Attachment C

4. The District conducts the final on-site Project inspection.
5. The District processes the final payment.
6. The Project(s) must be fully completed (including processing final payment) by **December 31, 2018** or funds will revert to projects at the discretion of the Park District.

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IV. ADMINISTRATIVE PROVISIONS

Land Tenure Requirements

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

Tenure includes, but is not limited to:

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

Adequate site control is considered the power or authority to manage, direct, superintend, restrict, regulate, govern, administer, oversee a plot of ground suitable or set apart for some specific recreational use. Recreation projects on school property should be available for public use starting at 3:30 p.m. weekdays and all day on Saturday.

The District requires that the Grantee have authority to use the property for public recreation for at least 20 years of land tenure from the date the Application is approved.

Progress Status Reports

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

Changes to Project Scope

A Grantee wishing to change the Project Scope of an approved Project shall submit any changes to the original Project Scope in writing to the District for prior approval.

Project Withdrawals

A Grantee may rescind its Project at any time. The Grantee shall submit a written request to the District to rescind the Project. The Grantee shall return all payments made by the District.

Attachment C

V. PAYMENT PROCESS

Grant Fund Availability

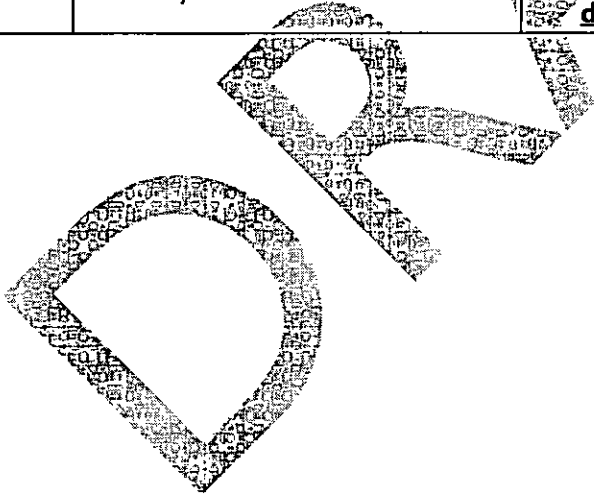
Grant funds are available for expenditure after **January 1, 2009**. The Grantee must have a fully executed Contract with the District by **December 31, 2011**. The Grantee must complete all funded Projects and have final payment processed by **December 31, 2018**.

Progress Payments

After the Application is approved, the Grantee may request reimbursement for eligible expenses incurred after **January 1, 2009**.

Payment Request Process

Payment Type	When to submit it	Supporting Documentation to Send to Grants Manager
Progress Payment Reimbursement up to 80%	After the Grantee has spent funds to implement the Project. Not more that once every 60-days.	<ul style="list-style-type: none">• Payment Request Form• Project Cost Summary Forms• Copy of required backup documentation.
Final	After the Grantee has completed the Project.	<ul style="list-style-type: none">• Project Completion Package• Copy of required backup documentation.



Attachment C

Eligible Costs

- Only costs incurred during the Contract Performance Period are eligible.
- See the Eligible Costs Chart for more information.
- The Grantee may claim only those costs directly related to the Project. **Indirect cost rates are not eligible.**

ELIGIBLE COSTS CHART		
COSTS	EXPLANATION	EXAMPLES
Non-Construction Costs (cannot exceed 25% of the total requested Project Grant Amount)		
Non-Construction Costs	<ul style="list-style-type: none"> • Project planning, appraisals, and negotiations 	<ul style="list-style-type: none"> • CEQA • Survey • Plans and Specifications • Permits • Appraisal/Title/Escrow Fees • Insurance
Construction Costs		
Personnel or Employee Services	<ul style="list-style-type: none"> • Must be computed according to the Grantee's normal wage or salary scales, and on the actual time spent on Project. Indirect rates are not eligible. • Must not exceed Grantee's established rates for similar positions 	<ul style="list-style-type: none"> • Wages and benefits • Work performed by another agency
Construction and Construction Management	<ul style="list-style-type: none"> • All necessary construction activities 	<ul style="list-style-type: none"> • Construction contract • Inspection & construction management • Submittal review and resident engineering
Construction Equipment	<ul style="list-style-type: none"> • The Grantee may only charge the actual cost of the use of the equipment during the time it is being used for Project purposes. • For force account equipment, the Grantee must list Caltrans equipment codes and use Caltrans' equipment rental rates. Rates in excess of these rates are not eligible. • The purchase of equipment is not eligible. 	<ul style="list-style-type: none"> • Rental equipment • Force account equipment
Fixed Equipment	<ul style="list-style-type: none"> • Equipment permanently fixed to the Project facility 	<ul style="list-style-type: none"> • Play equipment • Fixed benches • Signs/interpretive aids
Construction Supplies/Materials	<ul style="list-style-type: none"> • May be purchased for specific Project, or may be drawn from stock if claimed costs are no higher than those the Grantee would pay. 	Materials and Supplies: <ul style="list-style-type: none"> • Concrete • Lumber
Relocation Costs	<ul style="list-style-type: none"> • Costs resulting in displacement of a person/business • The Grantee shall comply with State Relocation Act 	<ul style="list-style-type: none"> • Relocation Costs
Acquisition Costs	<ul style="list-style-type: none"> • Costs of acquiring real property 	<ul style="list-style-type: none"> • Purchase price

BACK UP DOCUMENTATION

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

CONTRACTS

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

FORCE LABOR*

- _____ Authorization/work order identifying project
- _____ Daily time sheets signed by employee and supervisor
- _____ Payroll records from finance system
- _____ 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
- _____ Caltrans Equipment Code

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- _____ Purchase orders/Contracts/Service Agreements
- _____ Invoices
- _____ Payments (actual/cancelled checks/warrants**)

ACQUISITION

- _____ Appraisal Report
- _____ Did the owner accompany the appraiser?
- _____ 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 (payment(s) to seller(s))
- _____ Grant deed (vested to the participant) or final order of condemnation
- _____ Title insurance policy (issued to participant)
- _____ Relocation documents
- _____ Income (rental, grazing, sale of improvements, etc.)

INTEREST

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

AGREEMENT/CONTRACTS

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

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

APPENDIX A – Sample Resolution

DRAFT

EAST BAY REGIONAL PARK DISTRICT

MEASURE WW LOCAL GRANT PROGRAM

Resolution No: _____

RESOLUTION OF THE _____
(Title of Governing Body)

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

WHEREAS, the people of the East Bay Regional Park District have enacted the Measure WW Park Bond Extension which provides funds for the acquisition and development of neighborhood, community, regional parks and recreation lands and facilities; and

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

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

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

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

1. Approves the execution of a grant contract for funds from the Local Grant Program under the East Bay Regional Park District Measure WW Park Bond Extension; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s); and
3. Certifies that the Applicant has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of Project(s).

Approved and Adopted on the _____ day of _____, 20__.

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

- For
- Against
- Abstain
- Absent

(Clerk)

APPENDIX B – Sample Grant Contract

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>

DRAFT

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

GRANT CONTRACT No.: _____

GRANTEE _____

THE PROJECT PERFORMANCE PERIOD is from January 1, 2009 through December 31, 2018

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

**THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF
NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION
LANDS AND FACILITIES.**

The General Provisions, Local Grant Procedural Guide, Forms and individual Project Applications are attached hereto and made a part of and incorporated into the Contract.

Total Grant Amount not to exceed \$ _____

EAST BAY REGIONAL PARK DISTRICT

Grantee

By _____
(Signature of Authorized Representative)

By _____
(Signature of Authorized Representative)

(Print Name of Authorized Representative)

(Print Name of Authorized Representative)

Title _____

Title _____

Date _____

Date _____

Attachment C

General Provisions

A. Definitions

1. The term "Measure" as used herein refers to the revenue generated from the sale of bonds for the Program.
2. The term "Application" as used herein refers to the individual Project Application(s) and its required attachments for grants, pursuant to the enabling legislation and/or procedural guidelines.
3. Acquisition: to obtain fee title or other public access rights in real property.
4. The term "District" means the East Bay Regional Park District.
5. The term "Development" includes, but is not limited to, improvement, rehabilitation, restoration, enhancement, historic preservation, protection, and interpretation. WW Local Grant Program funds may only be used for Capital Improvement.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract. The term "Project" as used herein means the project described in the Brief Description of Project on the Project Application form.

B. Project Execution

1. Subject to the availability of grant monies in the Measure, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Measure WW Park Bond Extension Local Grant Procedural Guide, and under the terms and conditions set forth in this Contract.
The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the District must be submitted to the State for approval.
2. The Grantee shall complete the Project in accordance within the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall certify its compliance as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
4. The Grantee shall comply with all applicable current laws and regulations effecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

Attachment C

5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the District, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original scope of work in writing to the District.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition.
8. The Grantee shall provide public access to Project facilities commensurate with the intent of the Project.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the District that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the District that is held by the Grantee.
10. The Grantee shall maintain and operate the property for a period that is commensurate with the type of Project and the proportion of District funds allocated to the capital costs of the Project. With the approval of the District, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use, sale or other disposition of the property, except as authorized by specific action of the District Board of Directors. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency; if the successor public agency assumes the obligations imposed by those agreements. If the use of the property or portion of the property is changed to a use that is not for parks and recreation, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a parks and recreation capital purpose, pursuant to agreement with the District as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the District Board of Directors only for an authorized purpose.

C. Project Costs

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

Attachment C

D. Project Administration

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

E. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the District and be available for Appropriation by the District Board of Directors for one or more other projects for parks and recreation purposes.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement, this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the District.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Measure may be cause for suspension of all obligations of the District hereunder. However, such failure shall not be cause for the suspension of all obligations of the District hereunder if in the judgment of the District such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
2. The benefit to be derived by the District from the full compliance by the Grantee with the terms of this Contract is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to the people of the District. Also because such benefit exceeds, to an immeasurable and unascertainable extent, the amount of money furnished by the District in grant monies under the provisions of this Contract, the Grantee agrees that payment to the District of an amount equal to the amount of the grant monies disbursed under this Contract by the District would be inadequate compensation to the District for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the District.

F. Hold Harmless

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

Attachment C

described as the Project. This includes claims, demands or causes of action that arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the District, its officers, agents, or employees.

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

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and make them available to the District for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records until December 31, 2021.

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

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

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the District grant monies were requested and no other use of the area shall be permitted except by specific written approval by the District. In no case shall the Applicant receive payments greater than the operating and maintenance cost of the occupied portion of the facility.
2. The Grantee shall maintain and operate the property developed for 20-years after final payment of grant funds. The Grantee shall permit periodic inspection of the project by the District during this period and may be required to submit annual project status reports if requested by the District.

Attachment C

3. The project may not be operated or occupied by a for-profit business. Only non-profit organizations can occupy or operate the property acquired or developed with grant monies, unless specifically otherwise approved in writing by the District.

I. Nondiscrimination

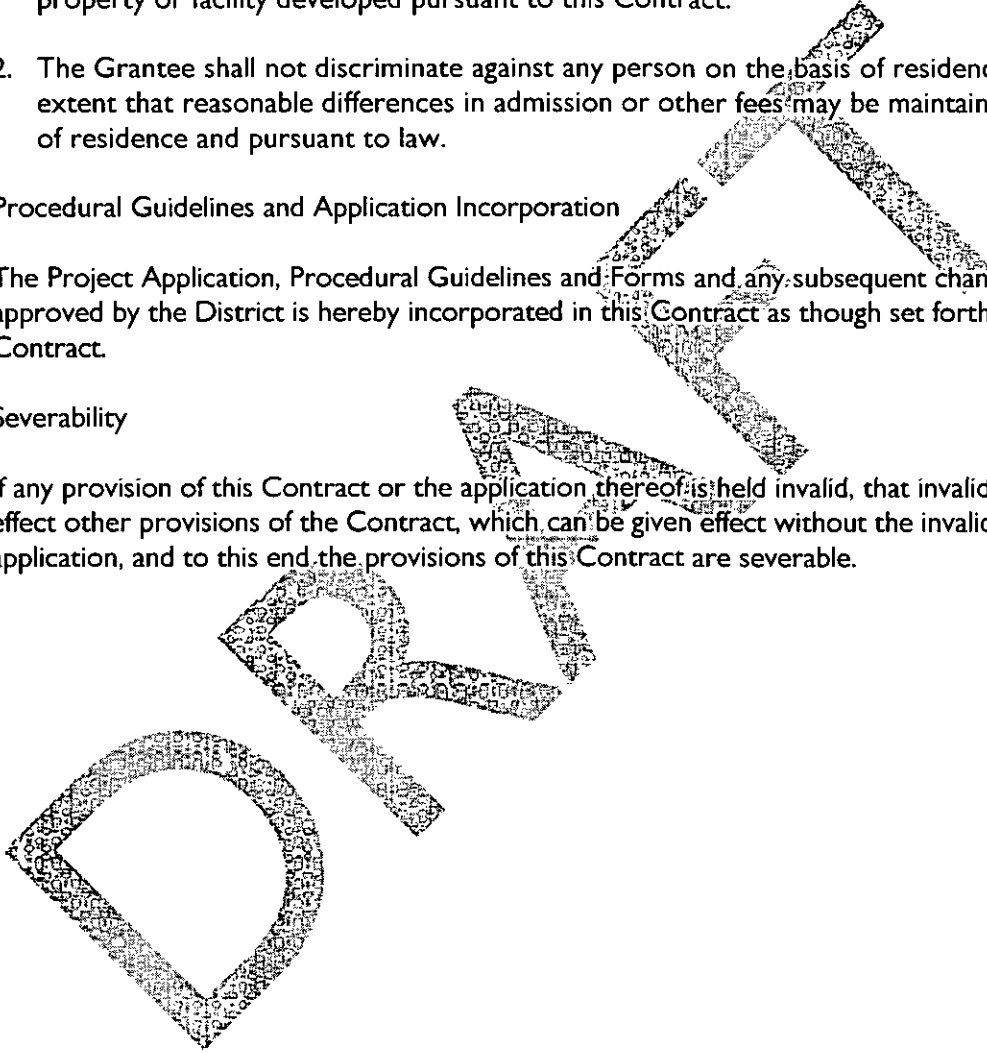
1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Procedural Guidelines and Application Incorporation

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

K. Severability

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



APPENDIX C – Project Application Form

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>

DRAFT

Attachment C

**East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM**

Applications Accepted February and March each year.

PROJECT APPLICATION

PROJECT NAME	AMOUNT OF GRANT REQUESTED \$
	Estimated TOTAL PROJECT COST <i>(Grant and other funds)</i> \$
GRANT APPLICANT <i>(Agency and Address)</i>	PROJECT ADDRESS
Grant Applicant's Representative Authorized in Resolution	
_____	_____
Name	Title
Person with day-to-day responsibility for Project <i>(if different from authorized representative)</i>	
_____	_____
Name	Title
Brief Description of Project:	

For Dev. Projects Land Tenure – _____ Acres	For Acquisition Projects
_____ Acres owned in fee simple by Grant Applicant.	_____ Acres acquired in fee simple by Grant Applicant.
_____ Acres available under an permanent easement.	
_____ Acres available under a lease.	
Other <i>(explain)</i> _____	

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

Signed: _____
Grant Applicant's Authorized Representative as shown in Resolution

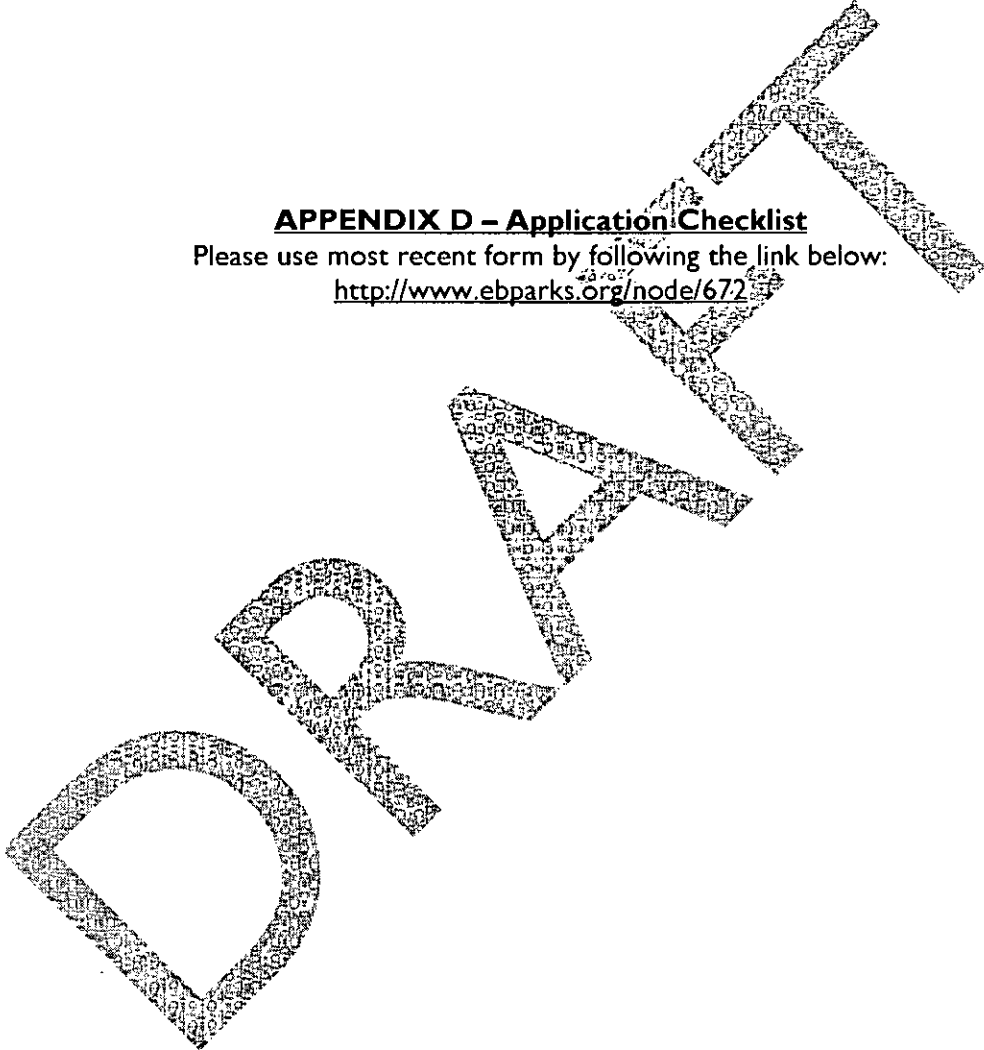
_____ Date

_____ Print Name & Position of Person Signing Application

APPENDIX D – Application Checklist

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>



**East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
APPLICATION CHECKLIST**

Project Name: _____

Project Number: _____

Applicant: _____

Grant Amount: _____

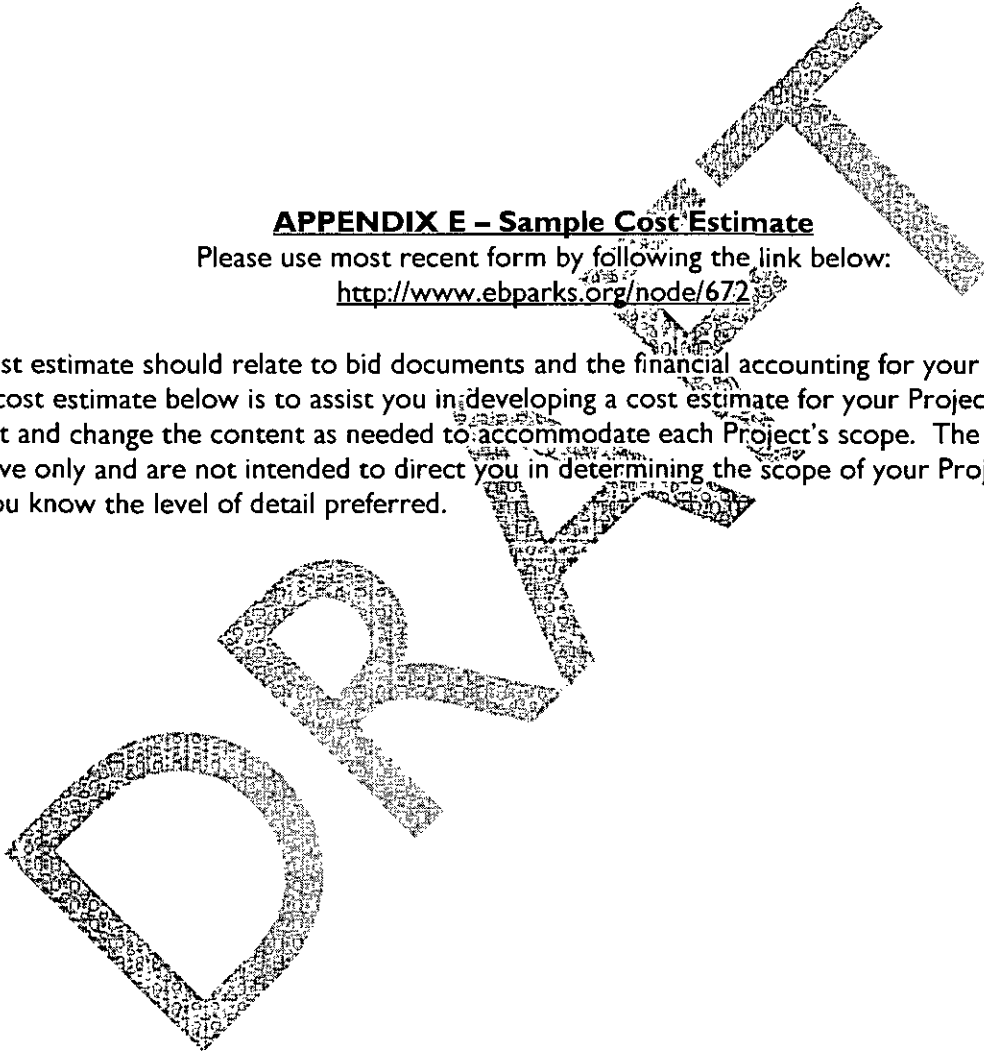
#	<input type="checkbox"/> <u>Item</u>	<u>Description</u>
1	<input type="checkbox"/> Project Application Form.	The Project Application form must be completed and signed by the Grantee's authorized representative.
2	<input type="checkbox"/> Cost Estimate with Sources of Additional Funding	Prepare estimate that closely reflects the project documentation (i.e. bid items, staff time, purchase, materials, etc.)
3	<input type="checkbox"/> CEQA Certification Form	At the time of Application, the Applicant must provide a CEQA Certification along with either: (a) A Notice of Exemption filed with, and stamped by, the county clerk, or (b) An initial study with a Negative Declaration, with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk, or (c) An initial study and an Environmental Impact Report, with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk.
4	<input type="checkbox"/> Land Tenure (Development Projects only).	If property is not owned in fee simple, provide documentation (lease, agreements, etc.) verifying that land tenure requirements have been met.
5	<input type="checkbox"/> List Leases or Agreements	Provide a list of all other leases, agreements, etc., effecting Project lands or the operation and maintenance thereof, in addition to those relevant to land tenure (if applicable).
6	<input type="checkbox"/> Project Location Map.	Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project.
7	<input type="checkbox"/> Site Plan	For Projects involving Development, provide a drawing or depiction indicating what improvements the Applicant will make, and where the improvements will be located on the property. For Projects involving Acquisition, provide an Acquisition map outlining the acreage and parcel number(s) to be acquired.
8	<input type="checkbox"/> Photograph	Provide a photograph of the Project site.
9	<input type="checkbox"/> List Require Permits	Provide a list of existing and additional required permits, if applicable. Examples include: building permit, grading permit, water quality, BCDC, Dept. of Fish & Game, etc.)

APPENDIX E – Sample Cost Estimate

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>

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



East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM

SAMPLE COST ESTIMATE

Project Name: _____

Project Number: _____

Applicant: _____

#	CONSTRUCTION COSTS	AMOUNT
1	Land Acquisition	\$
2	Bid Items (Provide separate line for each bid item.)	\$
3	Materials	\$
4	In-house Labor	\$
5	In-house Equipment	\$
6	Rental Equipment	\$
	SUBTOTAL	\$

#	NON-CONSTRUCTION COSTS	AMOUNT
7	Consultants	\$
8	In-house Staff Time	\$
9	Title & Escrow Fees	\$
10	Permit Fees	\$
	SUBTOTAL	\$

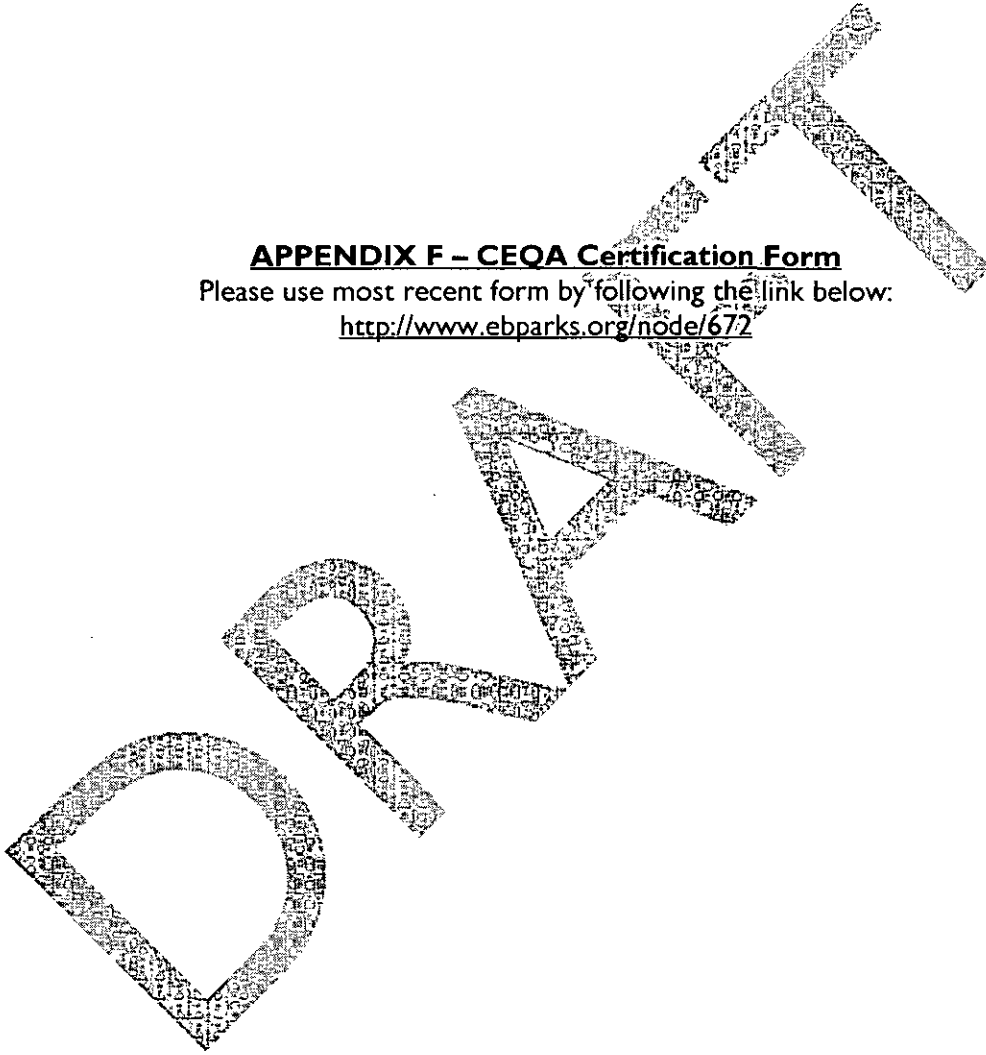
GRAND TOTAL \$

	FUNDING SOURCES	AMOUNT
	Measure WW Local Grant	\$
		\$
		\$
	GRAND TOTAL	\$

APPENDIX F – CEQA Certification Form

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>



East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
Compliance Certification Form

Grantee/Applicant: Project Name:

Project Address: _____

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

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

- Initial Study
- Notice of Exemption
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Other

Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed please 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: _____

Street Address: _____ City, State, Zip Code: _____

Phone: _____ Email: _____

Certification:

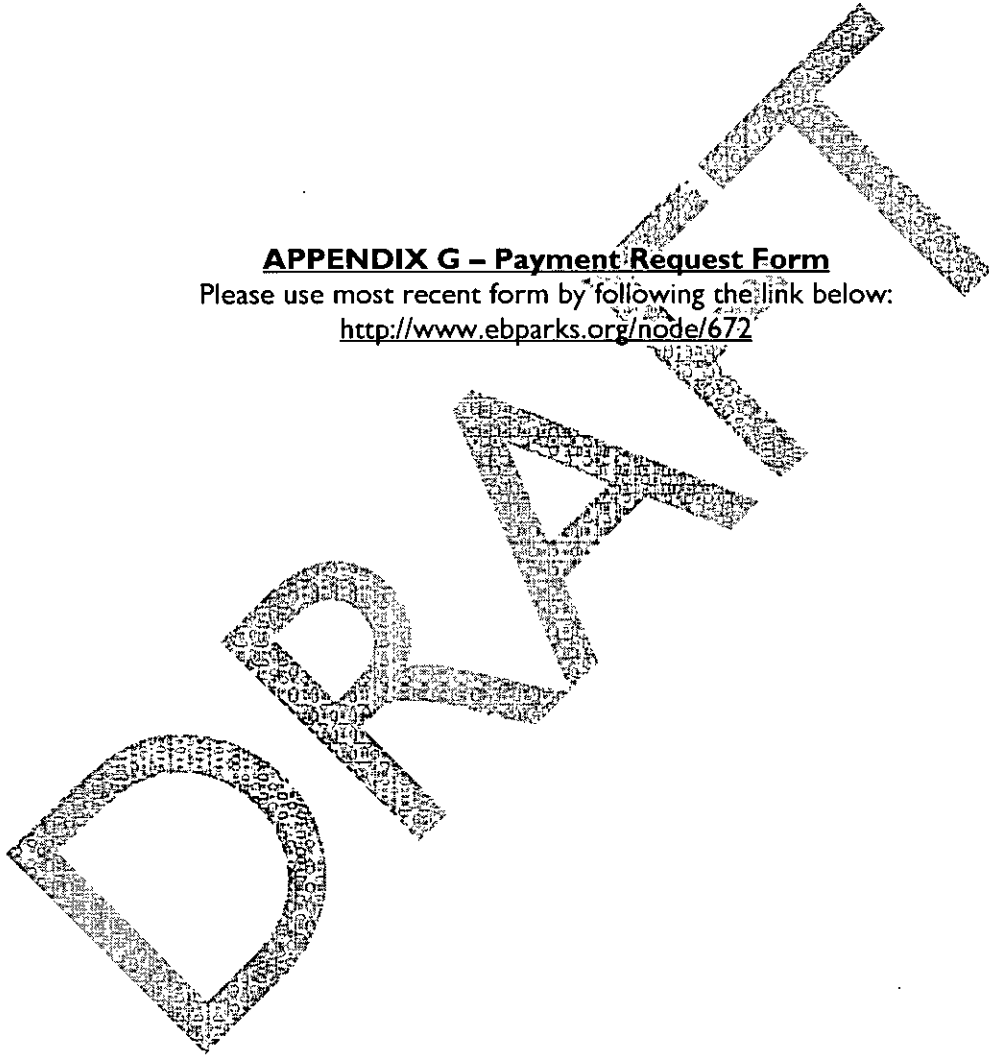
I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the project identified above and that the project is described in adequate and sufficient detail to allow the

I 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 & Title of Person Signing Certification



APPENDIX G – Payment Request Form

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>

Attachment C

East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM

PAYMENT REQUEST FORM

1. PROJECT TITLE	2. PROJECT NUMBER
2. APPLICANT	
4. PAYMENT REQUEST NUMBER	
5. PAYMENT INFORMATION	
<i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a minus b)	\$ <u> 0 </u>
d. Amount Of This Request	\$ _____
e. Remaining Funds After This Payment (c. minus d.)	\$ <u> 0 </u>
6. SEND PAYMENT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
ATTENTION	
7. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
DATE	DATE
FOR EAST BAY REGIONAL PARK DISTRICT USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE

APPENDIX H – Project Cost Summary Forms

Please use most recent forms by following the link below:

<http://www.ebparks.org/node/672>

DRAFT

Attachment C

East Bay Regional Park District
 MEASURE WW LOCAL GRANT PROGRAM
 LABOR COSTS SUMMARY FORM

Applicant: _____
 Project Name: _____

Project Amount: _____
 Project Number: _____

Pay Req. # _____ Include daily time sheets or payroll printout from finance system with payment request.

Pay Req. #	Name	Unit Performing Work	Pay Date	Purpose	Amount	(25% Max.)
					Construction	Amount Non-Construction
Subtotal					\$0.00	\$0.00

DRAFT

Attachment C

East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
EQUIPMENT COSTS SUMMARY FORM

Project Amount _____
 Project Number: _____

Applicant: _____
 Project Name: _____

Pay Req. #

Include copy of original daily time record with payment request.

(25% Max.)

Pay Req. #	Type of Equipment	Date Used	Hours Used	Rate	Amount Construction	Amount Non-Construction

Subtotal

\$0.00

\$0.00

Attachment C

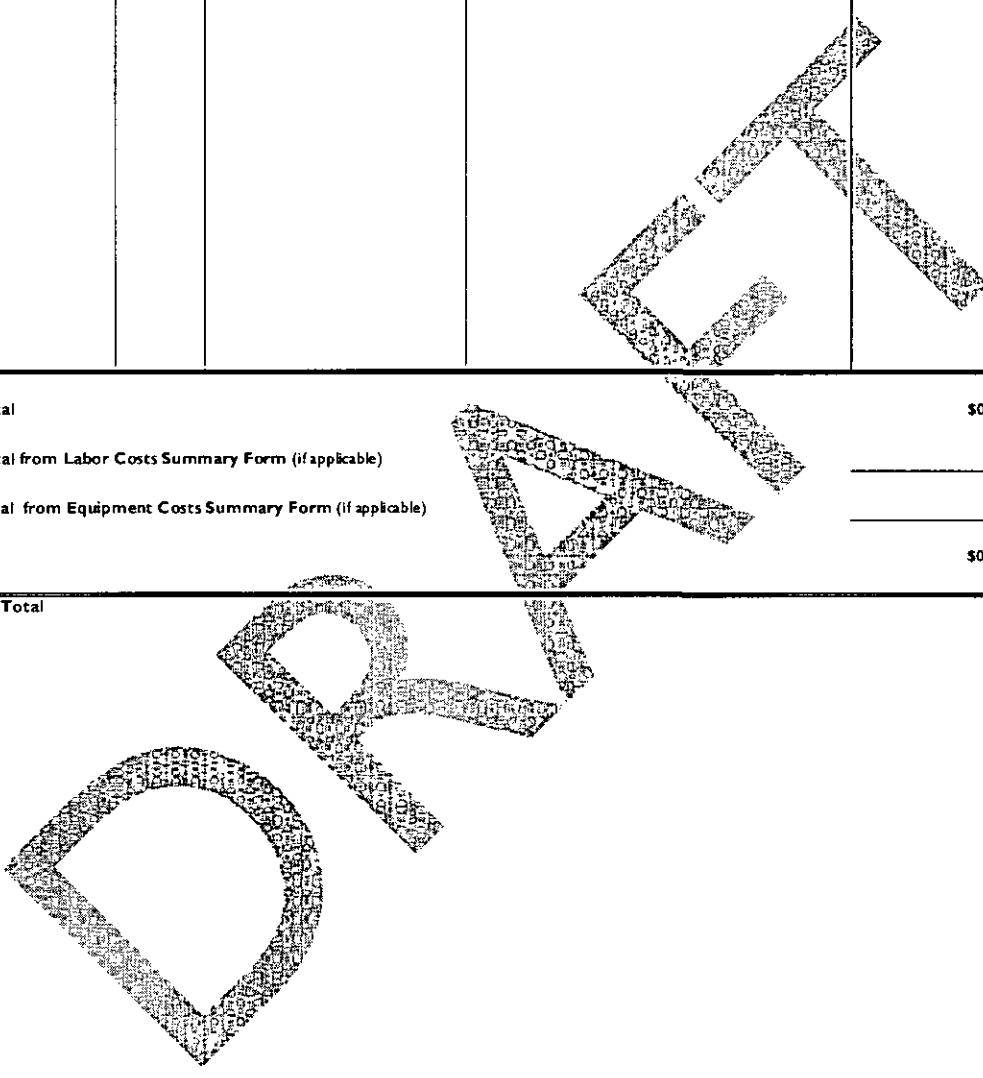
**East Bay Regional Park District
 MEASURE WW LOCAL GRANT PROGRAM
 PROJECT COSTS SUMMARY FORM**

Applicant: _____
 Project Number: _____

Project Amount: _____
 Project Name: _____

Include copy of invoices and cancelled checks with payment request. (Bank statement can be used as proof of cancellation.)

Pay Req. #	Check Number	Date	Recipient	Purpose	Amount Construction	(Max. 25 %) Amount Non-Construction
Subtotal					\$0.00	\$0.00
Subtotal from Labor Costs Summary Form (if applicable)					_____	_____
Subtotal from Equipment Costs Summary Form (if applicable)					_____	_____
Total					\$0.00	\$0.00
Grand Total					\$0.00	\$0.00



APPENDIX I – Project Status Report Form

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>

DRAFT

Attachment C

East Bay Regional Park District
 MEASURE WW LOCAL GRANT PROGRAM
PROJECT STATUS REPORT

Grantee: _____
 Contract Number: _____
 Start Date: _____

Contract Amount: _____
 Report Date: _____
 Ending Date: _____

#	Project Number	Project Name	Amount Construction / Acquisition	Amount Non-Construction
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
	Subtotal		\$0.00	\$0.00
	Total Grant Funded Expenditures to Date			\$0.00
	Unallocated Grant Amount			\$0.00
	Total Contract Amount			\$0.00

APPENDIX J – Project Completion Package

Please use most recent form by following the link below:

<http://www.ebparks.org/node/672>

DRAFT

East Bay Regional Park District
MEASURE WW LOCAL GRANT PROGRAM
PROJECT CERTIFICATION FORM

Grantee: _____
Project Number: _____
Project Name: _____
Grant Amount: _____

Grantee Contact (for audit purposes):
Name: _____
Address: _____
Phone: _____
Email: _____

Closeout Documentation **LAND ACQUISITION**

FOR ALL CONTRACTS

- Summary list of bidders
- Notice of Award by governing body
- Contract agreement
- All Change Orders
- Final payment to contractor (cancelled checks**)
- Notice of completion or Acceptance

- Appraisal Report
- Final Escrow Closing Statement
- Grant deed
- Title insurance policy (issued to participant)
- Cancelled checks

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

** (Bank statement can be used as proof of cancellation.)

Certification:

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

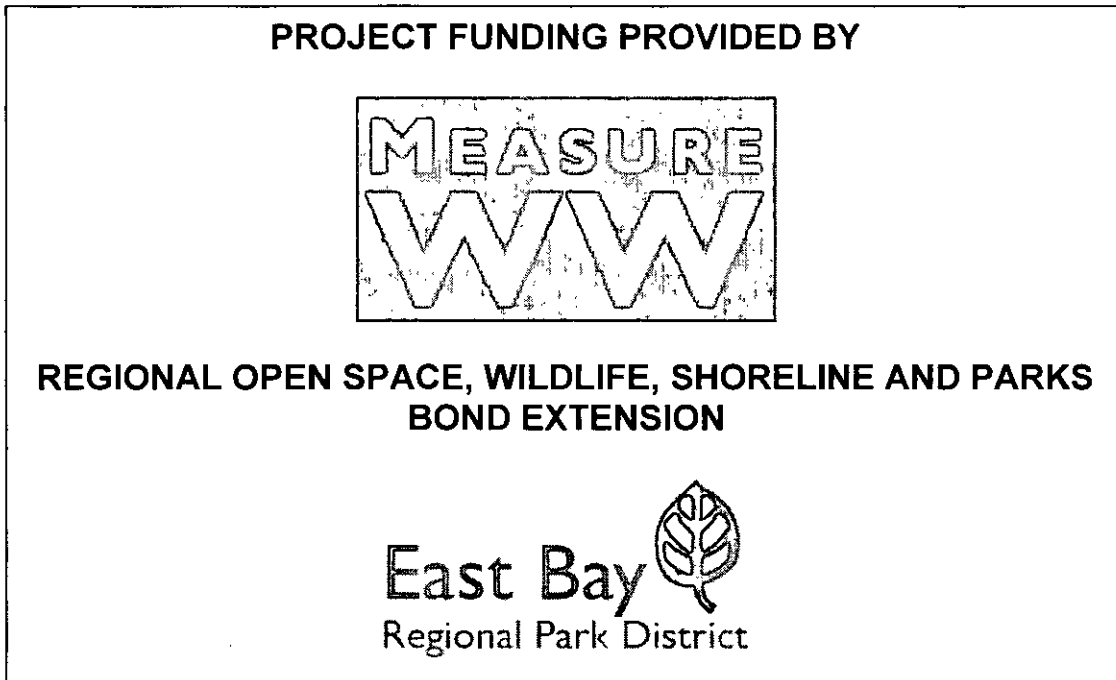
Grantee's Authorized Representative (Signature)

Date

Grantee's Authorized Representative (Print Name & Title)

APPENDIX K – Program Sign Requirements

DRAFT

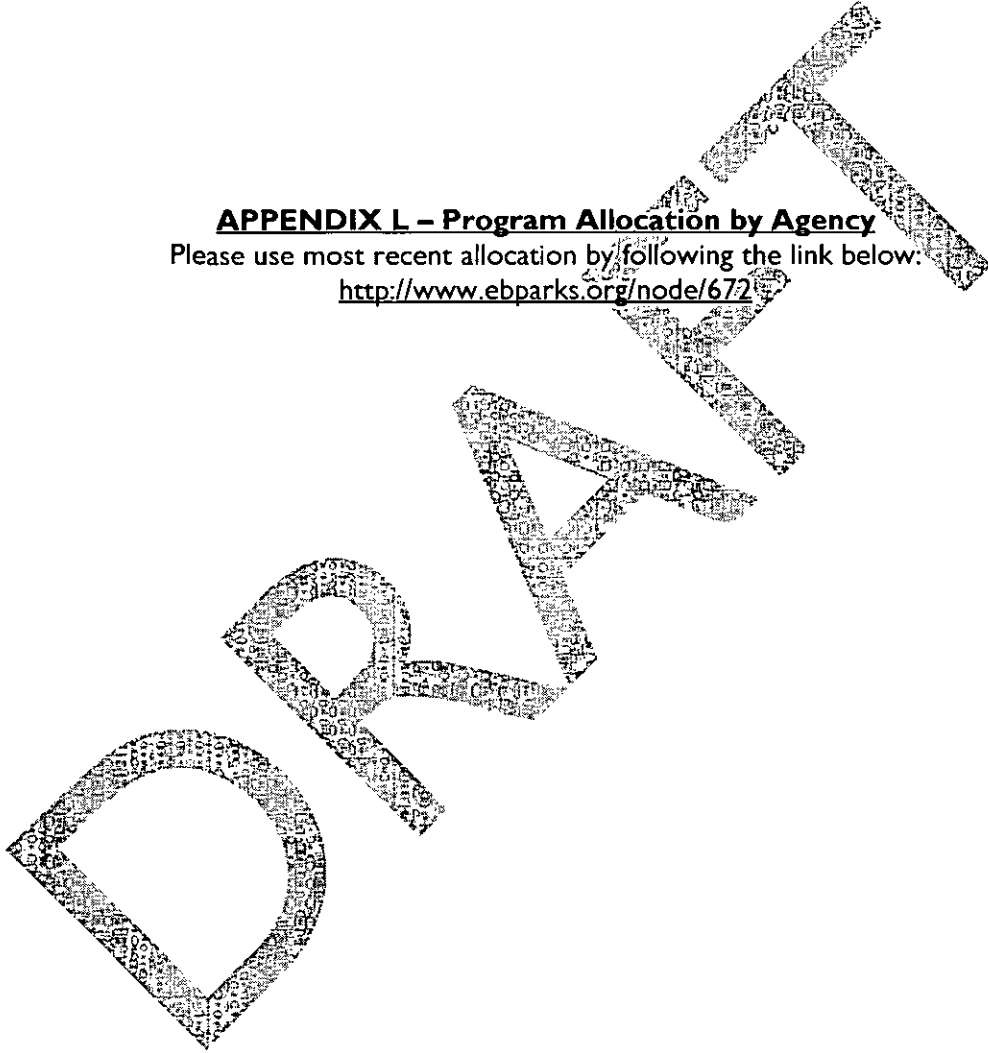


- Sign Dimensions: Must be 3 feet tall by 4 feet wide.
- All Grantees are required to post a sign at the Project site.
- The sign must be available for the final inspection of the Project.
- All materials used shall be durable and resistant to the elements and graffiti.
- Sign must remain installed for three years following final grant payment of the project.

APPENDIX L – Program Allocation by Agency

Please use most recent allocation by following the link below:

<http://www.ebparks.org/node/672>



2008 PROPOSED MEASURE AA EXTENSION
Alameda County

2008 AA Local Grant	2008 Population	2008 Allocation	Participating Entity	Data Source	
CITIES					
Alameda	75,823	\$3,465,489	Alameda	2008 DOF Estimate	
Albany	16,877	\$771,363	Albany	2008 DOF Estimate	
Berkeley	106,697	\$4,876,584	Berkeley	2008 DOF Estimate	
Dublin	46,934	\$2,145,118	Dublin	2008 DOF Estimate	
Emeryville	9,727	\$444,572	Emeryville	2008 DOF Estimate	
Fremont	213,512	\$9,758,562	Fremont	2008 DOF Estimate	
Newark	43,872	\$2,005,169	Newark	2008 DOF Estimate	
Oakland	420,183	\$19,204,456	Oakland	2008 DOF Estimate	
Piedmont	11,100	\$507,325	Piedmont	2008 DOF Estimate	
Pleasanton	69,388	\$3,171,377	Pleasanton	2008 DOF Estimate	
San Leandro	81,851	\$3,740,998	San Leandro	2008 DOF Estimate	
Union City	73,402	\$3,354,837	Union City	2008 DOF Estimate	
1,169,366				\$53,445,852	2008 DOF Estimate

UNINCORPORATED, HARD					
Hayward	149,205	\$6,819,412	HARD	2008 DOF Estimate	
Ashland*	21,576	\$986,120	HARD	2000 CDP Updated to 2008	
Castro Valley*	59,448	\$2,717,064	HARD	2000 CDP Updated to 2008	
Cherryland*	14,357	\$656,202	HARD	2000 CDP Updated to 2008	
Fairview*	9,826	\$449,094	HARD	2000 CDP Updated to 2008	
San Lorenzo*	22,722	\$1,038,530	HARD	2000 CDP Updated to 2008	
Mt. Eden	881	\$40,262	HARD	HARD info updated to 2008	
Subtotal				278,015	\$12,706,683

Balance of the County	11,612	\$530,722	EBRPD	Remainder
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Unincorporated Subtotal				289,627	\$13,237,405	2008 DOF Estimate
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Alameda Subtotal				1,458,993	\$66,683,257
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NON-AA DISTRICT				
Livermore	83,604	\$0		2008 DOF Estimate
Other	403	\$0		Updated from 1998 AA
84,007				\$0

Attachment C

Total Alameda County	1,543,000	\$66,683,257	2007 DOF Estimate
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Contra Costa County

2008 AA Local Grant	2008 Population	2008 Allocation	Participating Entity	Data Source
CITIES				
Antioch	100,361	\$4,586,998	Antioch	2008 DOF Estimate
Brentwood	50,614	\$2,313,312	Brentwood	2008 DOF Estimate
Clayton	10,784	\$492,883	Clayton	2008 DOF Estimate
Concord	123,776	\$5,657,180	Concord	2008 DOF Estimate
Danville	41,516	\$1,897,488	Danville	2008 DOF Estimate
El Cerrito	23,320	\$1,065,840	El Cerrito	2008 DOF Estimate
Hercules	24,324	\$1,111,728	Hercules	2008 DOF Estimate
Lafayette	23,962	\$1,095,183	Lafayette	2008 DOF Estimate
Martinez	36,144	\$1,651,961	Martinez	2008 DOF Estimate
Moraga	16,138	\$737,587	Moraga	2008 DOF Estimate
Oakley	33,210	\$1,517,862	Oakley	2008 DOF Estimate
Orinda	17,542	\$801,757	Orinda	2008 DOF Estimate
Pinole	19,193	\$877,216	Pinole	2008 DOF Estimate
Pittsburg	63,652	\$2,909,214	Pittsburg	2008 DOF Estimate
Pleasant Hill	33,377	\$1,525,495	Pleasant Hill R.P. D.	2008 DOF Estimate
Richmond	103,577	\$4,733,985	Richmond	2008 DOF Estimate
San Pablo	31,190	\$1,425,538	San Pablo	2008 DOF Estimate
San Ramon	59,002	\$2,696,685	San Ramon	2008 DOF Estimate
Walnut Creek	65,306	\$2,984,810	Walnut Creek	2008 DOF Estimate
Green Valley	1,113	\$50,870	Green Valley R.P.D.	Updated from 1988 AA
Cities Subtotal	878,101	\$40,133,590		2008 DOF Estimate

UNINCORPORATED, CSA's / CSD's / RPD's				
Alamo*	17,896	\$817,931	CC County CSA R-7A	2000 CDP Updated to 2008
Bay Point*	24,662	\$1,127,177	Ambrose R. P. D.	2000 CDP Updated to 2008
Clyde*	795	\$36,321	CC County CSA M-16	2000 CDP Updated to 2008
Crockett*	4,532	\$207,144	Crockett CCSD	2000 CDP Updated to 2008
Port Costa*	266	\$12,138	Crockett CCSD	2000 CDP Updated to 2008
Discovery Bay*	12,700	\$580,453	Discovery Bay CSA M-8	2000 CDP Updated to 2008
El Sobrante*	14,041	\$641,740	CC County CSA R-9	2000 CDP Updated to 2008
Kensington*	5,653	\$258,358	Kensington CSD	2000 CDP Updated to 2008
Bayview-Montalvin*	5,731	\$261,953	CC County CSA M-17	2000 CDP Updated to 2008
Tara Hills*	6,106	\$279,086	CC County CSA M-17	2000 CDP Updated to 2008
Pleasant Hill Area	4,555	\$208,171	Pleasant Hill R.P.D.	Update from 1988 AA
Rodeo*	9,984	\$456,305	CC County CSA R-10	2000 CDP Updated to 2008

Attachment C

Subtotal	106,920	\$4,886,778
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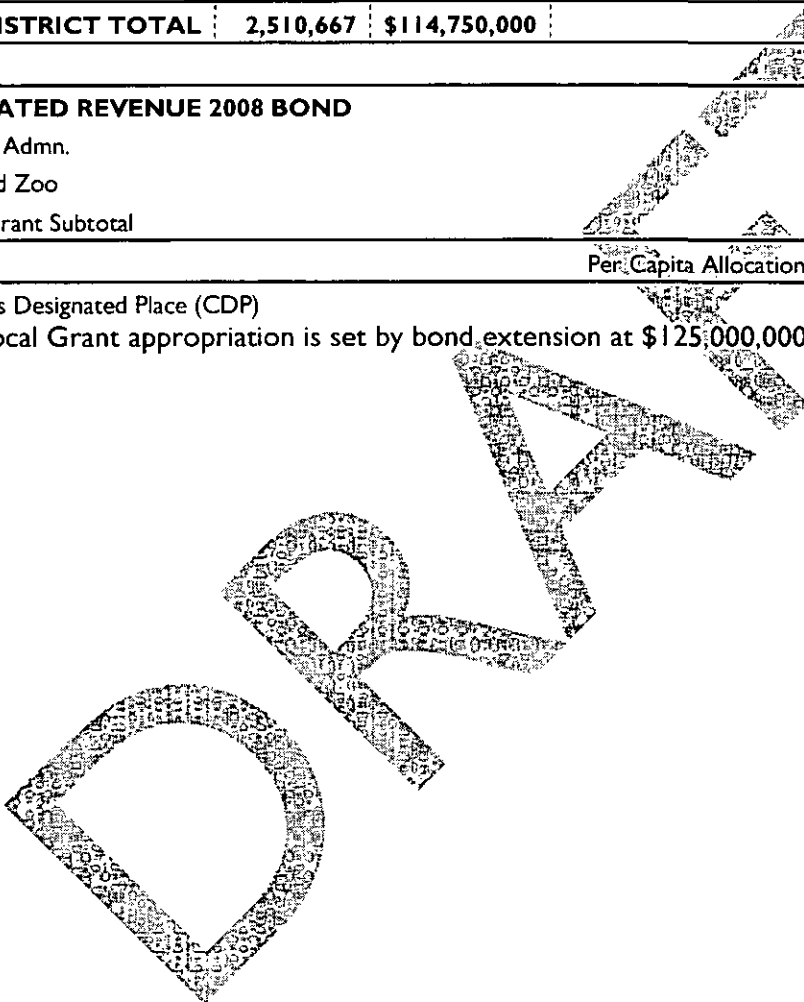
Balance of the County	66,653	\$3,046,374	EBRPD/CC County	Remainder
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Unincorporated Subtotal	173,573	\$7,933,152	2008 DOF Estimate
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CONTRA COSTA	1,051,674	\$48,066,743	2008 DOF Estimate
ALAMEDA COUNTY	1,458,993	\$66,683,257	2008 DOF Estimate
DISTRICT TOTAL	2,510,667	\$114,750,000	

ESTIMATED REVENUE 2008 BOND	\$125,000,000
EBRPD Admn.	\$6,250,000
Oakland Zoo	\$4,000,000
Local Grant Subtotal	\$114,750,000
Per Capita Allocation:	\$45.70

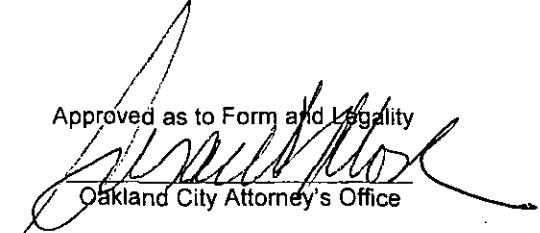
* Census Designated Place (CDP)
 Total Local Grant appropriation is set by bond extension at \$125,000,000.



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2009 JAN 15 PM 12:57

Approved as to Form and Legality


Oakland City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDS IN AN AMOUNT NOT TO EXCEED NINETEEN MILLION TWO HUNDRED FOUR THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS (\$19,204,456) FROM THE EAST BAY REGIONAL PARK DISTRICT LOCAL GRANT PROGRAM UNDER MEASURE WW PARK BOND EXTENSION TO BE ALLOCATED TO VARIOUS OAKLAND PARKS AND OPEN SPACE RENOVATION PROJECTS AND TO ENTER INTO A GRANT CONTRACT WITH THE EAST BAY REGIONAL PARK DISTRICT

WHEREAS, the people of the East Bay Regional District have enacted the Measure WW Park Bond Extension that provides funds for the acquisition and development of neighborhood, community, regional parks and recreation lands and facilities; and

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

WHEREAS, those procedures require the applicant's governing body to certify by resolution the approval of the applicant to apply for the local grant allocation of funds; and

WHEREAS, the City will enter into a grant contract with the East Bay Regional Park District; now, therefore, be it

RESOLVED, that the City Administrator or his designee is authorized to apply for, accept, and appropriate grant funds in an amount not to exceed \$19,204,456 from the East Bay Regional Parks District Local Grant Program under Measure WW Park Bond Extension; and be it

FURTHER RESOLVED, that the City of Oakland, City Council approves the execution of a grant contract for funds from the Local Grant Program under the East Bay Regional Park District Measure WW Park Bond Extension; and be it

FURTHER RESOLVED, that the City Council certifies that the City has or will have sufficient funds to operate and maintain the Project(s); and be it

FURTHER RESOLVED, that the City Council certifies that the City has reviewed, understands and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and be it

FURTHER RESOLVED, that the City Council appoints the City Administrator or his designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments and payment requests that may be necessary for the completion of Project(s); and be it

FURTHER RESOLVED: That the Office of the City Attorney has approved this resolution as to form and legality, and a copy will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND
PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California