

**Grant Administration Guide
for the
Outdoor Equity Grants Program**

May 1, 2025



**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"

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/oep>

**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:

Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.

Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.

Sensitive to local concerns while mindful of prevailing laws, rules and regulations.

Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

Table of Contents

GRANT PROCESS	4
Eligible Costs	5
Ineligible Costs	8
SPECIAL REQUIREMENTS	9
Program Recognition	9
Status Reports	9
Annual Reports	9
Insurance Requirements	10
Fidelity Bond	12
Competitive-Bid Process	12
ACCOUNTING REQUIREMENTS	13
In-House Employee Services	13
Volunteer and Internship Stipends and Per Diem	14
Background Checks	14
GRANT PAYMENTS	15
Reimbursement Payment Requests	15
ADVANCE Payment Requests	16
Final Payment/ PROJECT COMPLETION PACKET	17
STATE AUDIT	18
Audit Checklist	19
FINAL PROJECT REPORT	20
SAMPLE GRANT CONTRACT	22
Assembly Bill No. 209	30
DEFINITIONS	32

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

GRANT PROCESS

This guide provides grant administration procedures and requirements for competitive PROJECTS funded by AB 209, the Outdoor Equity Grants Program. OGALS retains the right to waive requirements not mandated by statute.

1. Applicants receive a letter from OGALS indicating an application has been selected for funding.
2. Applicants get assigned a GRANT and a PROJECT OFFICER according to the location of the COMMUNITY HOME BASE. Assignments can be found on OGALS [Project Officers by County webpage](#).
3. Applicants attend a mandatory grant administration workshop.
4. If applicable, applicant fulfills any unmet application requirements.
5. Applicant provides insurance documents (see page [10](#)).
6. OGALS sends a grant contract to the applicant:
 - a. The contract section, beginning on page [22](#), includes a sample grant contract.
 - b. The applicant returns the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS within 60 days of receipt.
 - c. OGALS returns a copy of the fully executed contract, at which point the applicant becomes a GRANTEE.
7. Payments and end of GRANT PERFORMANCE PERIOD: GRANTEE requests payments for ELIGIBLE COSTS. The GRANT payments section, beginning on page [15](#), provides payment request instructions and forms.
 - To guarantee payment, it is recommended the GRANTEE complete the PROJECT and send the PROJECT COMPLETION PACKET(s) to OGALS by December 31, prior to the year the GRANT PERFORMANCE PERIOD ends.
 - OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified with a completed Final Project Report.
8. Accounting and Audit: DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The State Audit Section, beginning on page [18](#), provides directions and an Audit Checklist for DPR audit and accounting requirements.
 - GRANTEE must have adequate liability insurance, fidelity bond, or other security necessary to protect the State and GRANTEE's interest against fraud, or other potential loss associated with the PROJECT.

Eligible Costs

General Guidance for all purchases, leases, rentals, transportation, lodging, and labor

- Costs must be necessary to achieve the goals of the OUTDOOR PROGRAM only.
- Costs must be the most ECONOMICAL USE OF STATE FUNDS.
- Costs may be audited. Keep all records and receipts.

Planning Costs

These are costs associated with planning the OUTDOOR PROGRAM during the GRANT PERFORMANCE PERIOD.

- Planning costs dating back to the appropriation date are eligible for reimbursement if the application is selected for funding.
- May include note takers, facilitators, language translators, transportation, background checks, equipment, supplies, facility rental, etc. for meetings and other OUTDOOR PROGRAM planning purposes.

ACTIVITIES IN THE COMMUNITY and NATURAL AREA TRIPS

The section below provides rules and guidance for implementing the ACTIVITIES IN THE COMMUNITY and NATURAL AREA TRIPS as proposed in Grant Selection Criteria 3 and 4.

These are direct costs to conduct the ACTIVITIES IN THE COMMUNITY and NATURAL AREA TRIPS.

Supplies, Equipment, and Activity Fees/Admissions

- **Activity Fees:** Location entrance fees for places such as parks, campground reservations, whale watching, botanical gardens, ski lifts, and specific experiences such as horseback riding, paddling, rafting, rock climbing, birding, hang gliding, sailing, kite surfing, cross-country skiing, snowshoeing, etc.
- **Activity supplies and equipment (examples):** include but not limited to backpacks, tents, bikes (including class 1 and 2 e-bikes), kayaks, surfboards, bodyboards, stand up paddle boards, life jackets, helmets, wetsuits, snowboard/ski's, canopy/beach umbrella, towels, sleeping bags, stoves, 2-way radios, binoculars, water filters, snowshoes, hiking boots, gloves, goggles, compasses, fire starters, bug repellent, sunblock and protective gear, poison oak protectant, first aid supplies, canteens, flashlights, batteries, lanterns, interpretive materials, trash/recycling bags, safety whistle, bear spray, utensils, health and safety equipment including COVID rapid-testing kits, etc. that are necessary to support an activity. For gardening or planting activities, seeds, potted plants less than 15 gallons, and hand tools can be purchased.
- **Supplies that can be kept by the participant:** program t-shirts for identification purposes, reusable water bottles, hats, tote bags, and consumable products that are necessary for the OUTDOOR PROGRAM. All other activity supplies and equipment must be retained by the GRANTEE and used for future programming.
- **Renting or leasing equipment for activities.**
- **Most ECONOMICAL USE OF STATE FUNDS** - For supplies and equipment that will cost over \$500 per single unit item, and/or \$10,000 per purchase transaction and which can be purchased, leased, or rented, the most ECONOMICAL USE OF STATE FUNDS must be applied. This means that the GRANTEE will use the most affordable option to complete the OUTDOOR PROGRAM during the GRANT PERFORMANCE PERIOD by either renting, leasing, or purchasing the supplies and equipment.

- **Supplies and equipment may come from GRANTEE'S central stock if claimed costs are no higher than supplies or equipment purchased, rented, or leased elsewhere.** For audit purposes, a report or source document must describe the work performed, indicate the hours used to justify the amount charged to the grant, relate the use to the GRANT SCOPE, and must be signed by the GRANTEE'S operator or supervisor.

Travel Costs

- **Travel must be within California only.**
- **Overnight accommodations (camping or lodging):** Campsite rentals and yurts following the most ECONOMICAL USE OF STATE FUNDS, including travel to and from the destination of the NATURAL AREA TRIP. For overnight stays at hotels, GRANTEE must document the most economical selection was obtained by documenting three informal quotes on the [Hotel Lodging Form](#).
- **Food and food storage:** The purchase of food, and purchase or rental of food storage for safety compliance during the NATURAL AREA TRIP.
- **Education Requirement for all meals:** Each meal must include an EDUCATIONAL health activity as part of the OUTDOOR PROGRAM. Healthy food is encouraged. Examples of EDUCATIONAL health lessons include how food processing affects climate change or environmental health, minimizing packaging waste, nutrition, learning how to prepare meals, etc.
- **Daily Meal Budget Per Participant for NATURAL AREA TRIPS:**
 - An average of \$20 per meal, which includes drinks and snacks, is allowed. If three meals (breakfast, lunch, and dinner) are necessary per day, the total maximum per participant is \$60 per day. Use the following formula to plan the costs for trips.
 - Calculation Formula Number of meals x number of PARTICIPANTS per trip x \$20 = maximum amount for the trip. Example: An overnight trip will include 6 meals for 10 PARTICIPANTS. 6 meals x 10 PARTICIPANTS x \$20 = \$1,200 maximum amount for the trip.
 - Actual costs may vary per meal, for instance \$15 lunch and \$25 for dinner, averages \$20 per meal. Up to three meals may be served per participant per day. GRANTEES must submit total costs per trip and show costs fall within the total cap as shown in the example above.
 - Costs such as plates, utensils, napkins, coolers, ice, etc. are eligible as supplies, which are separate from the daily meal budget above. If shopping for groceries and supplies, GRANTEES are encouraged to pay for food/water/snacks separately from supplies. Having two separate receipt totals will assist with calculations on the meal budget for the trip.
- **Vehicle use for transportation of PARTICIPANTS may involve:**
 - Taking PARTICIPANTS from their schools and neighborhoods to and from the COMMUNITY HOME BASE, for ACTIVITIES IN THE COMMUNITY related to the Grant Selection Criteria.
 - Taking PARTICIPANTS to and from the COMMUNITY HOME BASE to NATURAL AREA TRIPS.
- **Vehicles chartered or rented by GRANTEE:**
 - Chartered transportation for a charter company's standard rate.
 - Rental of vehicles including trailers at market value, including low Greenhouse Gas (GHG) emission vehicles.

- **Vehicles owned/leased by GRANTEE:**

- Mileage incurred on a GRANTEE'S own vehicles can be charged at the [State's rate](#) that is in effect at the time of the trip. Maintenance, repair cost, insurance, licensing, registration, and depreciation necessary to safely operate vehicles are built into the State's rate of the allowable charge per mile.
- A Mileage Log must record the trips charged to the GRANT. For audit purposes, the Mileage Log must describe the miles driven, OUTDOOR PROGRAM purpose related to the GRANT SCOPE, and must be signed by the operator and supervisor.

- **Passenger ticket purchases and public transportation fares:** Trains, buses, boats, airplanes, paratransit, or other public transportation for PARTICIPANTS to travel to and from the planned OUTDOOR PROGRAM.

Labor

- **In-House Employee services:** See accounting rules for in-house employee services explained on page [13](#).
- **INTERNSHIPS:** INTERNSHIPS will be administered as employee services of the GRANTEE. The GRANTEE must follow applicable laws for employee services, including internships. Contact California's Division of Labor Standards and Enforcement at dir.ca.gov/dlse/ for internship rules. See more information on internship stipends on page [14](#).
- **Program activity providers:** Including physical activity instructors, trainers, nature guides, career pathway educators, language translators, drivers, etc.
- **Program management:** Including site inspections, coordinating partners, scheduling activities, directing equipment, materials, activity instructors, and transportation personnel.
- **Communication and training:** Including outreach to RESIDENTS, training of program activity providers for cultural awareness, and risk management.
- **Reporting:** Including data collection, photography, and videography which can include interviews with PARTICIPANT; documentation of the program achievements.
- **GRANT administration and accounting**

Insurance Requirements:

- Premiums on liability insurance including aggregate coverage for all activities necessary for the OUTDOOR PROGRAM. If meeting the program requirements results in higher premiums, the difference is an eligible cost. See [Insurance Requirement Package Coversheet](#) that provides insurance policy requirements for GRANTEES.
- **Private vehicle insurance costs are included within the state mileage reimbursement rate.**

Keep records of all costs for audit purposes.

- ✓ For labor charged to the GRANT, maintain timesheets recording specific time spent on the OUTDOOR PROGRAM for each specific person.
- ✓ Keep records documenting how the most ECONOMICAL USE OF STATE FUNDS was determined for supplies and equipment that will cost over \$500 per single unit item, and/or \$10,000 per purchase transaction.
- ✓ Keep invoices, receipts, and payment records **for all** purchases, leases, and rentals.
- ✓ Keep logs for charging the use of GRANTEE'S stock equipment, supplies, and vehicles.

Ineligible Costs

- **Expenses associated with PARTICIPANT paid** ACTIVITIES IN THE COMMUNITY and/or NATURAL AREA TRIPS. Nominal fees to secure attendance as approved by your project officer or fees listed on the funding sources form.
- **Outside the GRANT PERFORMANCE PERIOD:** 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, office supplies).
- **Capital Projects:** Construction/development of land or land acquisition. Examples include greenhouses, planter boxes, lumber, garden infrastructure such as irrigation, purchase of potted trees and plants larger than 15 gallons and/or requiring installation with heavy construction equipment, nonportable tables, benches, outdoor kitchen, and shelters, etc. Land alteration projects that would require California Environmental Quality Act (CEQA) review are ineligible.
- **Vehicle acquisition for ownership:** Any purchase of a vehicle that requires a license and vehicle registration through the DMV, such as dirt bikes, UTVs, trailers, mobile classroom, etc. are not eligible for purchase through this program. Vehicle purchases are considered capital projects and are not eligible.
- **Class 3 e-bikes, which can exceed 20 mph.**
- **Routine park maintenance** by the GRANTEE'S existing staff is an ineligible activity. Examples include routine restroom cleaning, garbage removal, groundskeeping, scheduled maintenance, graffiti removal, etc.
- **Fundraising**
- **Food for ACTIVITIES IN THE COMMUNITY:** Serving meals during ACTIVITY IN THE COMMUNITY is ineligible. Food that is being prepared as an ACTIVITY IN THE COMMUNITY, for the purpose of consumption during the NATURAL AREA TRIPS is the only exception. See ELIGIBLE COSTS, Travel Costs, for eligible food costs only during NATURAL AREA TRIPS.
- **Travel outside of the state of California.**
- **Gifting of equipment to** PARTICIPANTS or the general public including but not limited to tents, backpacks, sleeping bags, cooking gear, kayaks, surfboards, wetsuits, skateboards, bikes, purchased with GRANT funds. Non-consumable supplies and equipment purchased with GRANT funds must be retained by the GRANTEE for a period equivalent to the life of the equipment. GRANTEES are encouraged to continue using purchased equipment after the GRANT PERFORMANCE PERIOD for programming. If GRANT funded equipment is disposed of or sold during the GRANT PERFORMANCE PERIOD, the residual market value must be used for ELIGIBLE COSTS or paid back to the State.
- **Gifting of passes** to PARTICIPANTS or the general public for use other than the planned purpose or times of the NATURAL AREA TRIPS or ACTIVITIES IN THE COMMUNITY for the OUTDOOR PROGRAM.
- **Honorariums, tips, and gifting of awards, trophies, plaques, ribbons, medals, and prizes. Gifting money such as gift and gas cards.**

SPECIAL REQUIREMENTS

- Program Recognition
- Status Reports
- Annual Reports
- Insurance (page [10](#))
- For non-profit GRANTEES: Fidelity Bond and Competitive Bid Process (page [12](#))

Program Recognition

The GRANTEE shall recognize the Outdoor Equity Grants Program on any PROJECT announcements, social media, website, marketing materials, and news releases using the phrase: "This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services." A logo is not required as part of the program recognition. If GRANTEES wish to use the California State Parks logo, an authorization form will be required. Contact your assigned **PROJECT OFFICER** to obtain the form.

Status Reports

OGALS PROJECT OFFICER will email a request for Status Report to the GRANTEE every six months until receipt of a PROJECT COMPLETION PACKET. Status Reports must be completed and returned to the PROJECT OFFICER by the due date listed in the report. Payment requests will not be processed if Status Reports are overdue.

Annual Reports

To meet AB 209 reporting requirements, in addition to the Status Reports, OGALS will annually request GRANTEES submit the following information through an online reporting system.

Reporting Requirements:

1. Total number of PARTICIPANTS (including YOUTH) served.
2. Total number of YOUTH served.
3. Total number of days for ACTIVITIES IN THE COMMUNITY completed.
4. Total number of NATURE AREA TRIPS completed.
5. PARTNERSHIPS formed through the Outdoor Program, including a description of PARTNERSHIP accomplishments and lessons learned.
6. EDUCATIONAL goals achieved through the OUTDOOR PROGRAM per the definition of EDUCATION(AL) found in the guide, and how was the objective was met?
7. To inform future OUTDOOR PROGRAMS, provide tips and lessons-learned such as successful methods, unforeseen challenges, and recommended solutions.
8. Attach photos (JPEG format) and/or videos with quotes or testimonials from YOUTH and other community PARTICIPANTS about the impact of the OUTDOOR PROGRAM. To support the photos, submit a current Copyright Agreement.

Insurance Requirements

GRANTEES must provide an insurance ACORD certificate showing proof of insurance for the GRANT PERFORMANCE PERIOD. General liability and fidelity bond insurance (if applicable) must be kept current for at least six months after the date of the final GRANT payment. GRANT payments will not be processed without proof of current and appropriate insurance. GRANTEES shall confirm with their insurance provider and check that the following items are specifically referenced in the insurance ACORD provided to OGALS. Organize the required insurance documents and send in one package following the [Insurance Requirement Package Cover Sheet](#).

Coverage term

Coverage shall be in force for complete term of the GRANT PERFORMANCE PERIOD. If insurance expires during the term of the GRANT, a new certificate of insurance must be received by OGALS at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the GRANT.

A. Policy cancellation or termination and notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to OGALS. In the event GRANTEE fails to keep the specified insurance coverage in effect, OGALS may terminate this GRANT upon the occurrence of such event, subject to the provisions of this Agreement.

B. Deductible

GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.

C. Primary clause

Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the State.

D. Insurance carrier required rating

All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this Agreement, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by OGALS.

E. Endorsements

Any endorsements required by OGALS must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the SCOPE of work pursuant to this Agreement, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance or shall supply evidence of insurance to OGALS equal to policies, coverages, clauses, and limits required of GRANTEE by this Agreement.

Any proposed change in the required insurance coverage status stated herein shall be reported to OGALS prior to the effective date of such change and may result in restrictions being imposed on the usage of the GRANT monies or equipment.

F. *Inadequate insurance*

Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the Agreement.

G. *Commercial general liability*

The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.

H. *Vehicle insurance*

In addition to general liability coverage required by Section H, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by GRANT money.

I. *Vehicle liability*

The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the Agreement, including owned, hired and non- owned motor vehicles.

J. *Workers’ compensation and employer’s liability*

The GRANTEE shall provide either (1) or (2) below:

1. The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all its employees who will be engaged in the performance of the Agreement for the entire term of this Agreement.

Employer's liability coverage limits of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to OGALS.

2. If paid employees are not used to carry out the activities covered by this Agreement, then an exemption of workers' compensation must be submitted to OGALS.

K. *Self-insurance*

If applicable, the GRANTEE shall provide evidence of self-insurance to OGALS.

OGALS reserves the right to request any additional information, as determined by OGALS, concerning the GRANTEE'S ability to adequately self-insure.

Fidelity Bond

(For nonprofit GRANTEES only)

Nonprofit GRANTEES must provide OGALS proof of a current fidelity bond or equivalent before any payment requests can be approved. The premium cost for a fidelity bond is an ELIGIBLE COST.

A fidelity bond provides insurance covering fraudulent acts of GRANTEES' employees, volunteers, officers, and directors. The nonprofit is the party insured. DPR must be named as a Third-Party Loss Payee, i.e., the same as a bank on a car loan or a mortgage company on a home loan. The DPR address is: State of California, Dept. of Parks and Recreation, P.O. Box 942896, Sacramento, CA 94296-0001, Attn: Office of Grants and Local Services.

Coverage must be equal to or greater than the GRANT amount. If the GRANTEE'S existing coverage is lower than the GRANT amount, the GRANTEE needs to amend the coverage to equal or exceed the GRANT amount. Fidelity bond insurance must be kept current upon execution of the GRANT CONTRACT and shall be maintained for at least six months after the date of the final GRANT payment.

GRANTEES may obtain the fidelity bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company. These sources may be listed on the internet. For additional assistance OGALS offers these [fidelity bond frequently asked questions](#).

Competitive-Bid Process

(For nonprofit GRANTEES only)

1. Nonprofit GRANTEES must attempt to obtain three bids before awarding a contract on a GRANT-funded PROJECT for services greater than \$10,000.
 - Bid description must include all required PROJECT elements based on the original competitive application; Project Selection Criteria proposal and GRANT SCOPE/Cost Estimate Form.
 - PARTNERSHIPS identified in the **original competitive application** are exempt from the competitive-bid process.
2. Nonprofit GRANTEE provides each bidder (potential contractor) the same written invitation for bid describing the PROJECT work to be performed based on "Best Value" (determined by price, quality of services, equipment, and workmanship), and the required PROJECT elements based on the original competitive application.

- By signing the GRANT CONTRACT, the nonprofit GRANTEE agreed to meet the specific objectives as described in the competitive Project Selection Criteria proposal.
- 3. Solicit bids by contacting at least three potential contractors or by invitation for bids, advertising, or a combination of both methods.
- 4. The nonprofit GRANTEE's Governing Board evaluates the bids to determine which contractor will provide the best value and will meet PROJECT requirements. The evaluation process must ensure no conflict of interest between the contractor and the nonprofit GRANTEE's Governing Board. The nonprofit GRANTEE's Governing Board need not necessarily accept the lowest bid, but a reasonable justification for the decision must be recorded in writing.
- 5. The Governing Board selects a contractor and awards a contract.
 - When a service contract greater than \$10,000 is required, complete the [Public Contract Award Certification Form](#) and submit electronically to the PROJECT OFFICER assigned to the GRANT when requesting payments. PARTNERSHIPS identified in the original competitive application are exempt from the competitive-bid process.
- 6. For audit purposes, the nonprofit GRANTEE keeps records of steps 1-6 above.

For additional assistance, visit [OEP Competitive Bid Process for Nonprofit GRANTEES](#).

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, invoices, contracts, attendance records, mileage logs, cancelled checks, check numbers, etc.) specific to the PROJECT.

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 the 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 fringe 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, indirect, or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

If claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.

Volunteer and Internship Stipends and Per Diem

GRANTEES may create their own fixed stipend rate for volunteer or intern services. These expenses may be eligible for reimbursement.

Volunteers and Interns may receive per diem allowances if participating and traveling consistent with the SCOPE.

- GRANTEES must maintain attendance records as charges are incurred, identifying the volunteer or intern through a name or other tracking system.
- A fixed volunteer or internship stipend rate must be justifiable and documented under a GRANTEE'S established policy.

Background Checks

PROJECT-related background check costs are eligible for reimbursement. OGALS encourages GRANTEES to take appropriate measures to ensure the safe supervision of vulnerable groups including minors, elderly, and dependent adults during outdoor education programs. Background checks on staff and volunteers can be an effective tool. Resources available to GRANTEES include the Office of the Attorney General, and the National Sex Offender Public Website.

[Fingerprint Background Checks | State of California - Department of Justice - Office of the Attorney General](#)

[United States Department of Justice National Sex Offender Public Website \(nsopw.gov\)](#)

GRANT PAYMENTS

Payments may be requested from OGALS once a PROJECT is approved, and the GRANT CONTRACT is encumbered. Payment requests are processed through the State Controller's Office and are mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request. Submit payment requests and any required documents electronically to the PROJECT OFFICER assigned to the GRANT.

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
- outstanding annual reports
- other unmet GRANT requirements

Payment Rules

1. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement payment. GRANTEES may contact the PROJECT OFFICER assigned to the GRANT to request a reduced retention amount.
2. Group costs together to avoid frequent payment requests.
3. See page [5](#), Eligible Costs for additional requirements.
4. If a payment request includes IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet that conforms to the Accounting Rules for Employee Services, page [13](#).
5. When a competitive bid process is required, all GRANTEES must provide a [Public Contract Award Certification Form](#). PARTNERSHIPS identified in the original competitive application are exempt from the competitive-bid process.
6. If a payment request includes overnight stays at a hotel, GRANTEE must document the most ECONOMICAL USE OF STATE FUNDS or a justification on the [Hotel/Lodging Form](#). Receipts and the completed form must be kept with grant project records in case of an audit.

Reimbursement Payment Requests

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Progress Payment	No more than 80% of the GRANT amount	After the GRANT CONTRACT has been encumbered and proof of insurance submitted	<ul style="list-style-type: none">• Payment Request Form• Grant Expenditure Form• Public Contract Award Certification Form, if applicable• Sample timesheet if IN-HOUSE EMPLOYEE SERVICES are being requested

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.
- ADVANCE payments may be requested for costs expected to be incurred in the next six months.
- ADVANCE payments must be placed in a federally insured account that provides the ability to track interest earned and withdrawals. Any interest earned must be spent on the PROJECT and cannot be returned to OGALS.
- ADVANCE funds must be spent within six months of receipt or returned to OGALS.
- The sum of ADVANCES cannot exceed 80% of the GRANT.

ADVANCE Payment Requests

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 80% of the GRANT	After the GRANT CONTRACT has been encumbered and proof of insurance submitted	<ul style="list-style-type: none">• Payment Request Form• ADVANCE Justification• Public Contract Award Certification Form, if applicable• Sample timesheet if IN-HOUSE EMPLOYEE SERVICES are being requested

ADVANCE Justification Letter

Provide the following information in letter format, signed by the AUTHORIZED REPRESENTATIVE:

- Explain 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 80% ADVANCE limit.
- A statement indicating the GRANTEE will put the ADVANCE funds into a federally insured account and any interest earned on the ADVANCE shall be tracked and spent 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 ADVANCED Funds

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](#) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest if applicable*.
- 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 Grant Expenditure Form documenting expenditures of eligible costs spent to date.
3. A statement in the letter that the majority of ADVANCED funds has been cleared.
4. 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.

Final Payment/ PROJECT COMPLETION PACKET

To guarantee payment, it is recommended PROJECT COMPLETION PACKETS be submitted by December 31, prior to the year the GRANT PERFORMANCE PERIOD ends.

GRANTEES should submit documents digitally via E-mail. Retain copies of all documents. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment will be processed after PROJECT COMPLETION and the following occurs:

- Approval of the PROJECT COMPLETION PACKET
- Final Project Report verified by the PROJECT OFFICER to confirm PROJECT COMPLETION

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

1. [Payment Request Form](#)
2. [Grant Expenditure Form](#)
3. [Final Funding Sources Form](#)
4. Final Project Report (page [20](#))
5. [Project Completion Certification Form](#)
6. [Audit Checklist](#) with items checked that GRANTEE must retain for five years following receipt of final payment (page [19](#))

STATE AUDIT

GRANTS are subject to audit by DPR (see page [19](#), Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

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

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

Record Keeping Requirement

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.

Audit Checklist

This checklist is provided as a guide to records that may be required for an audit. 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, whichever is later. It is the responsibility of the GRANTEE to have these records available for review upon notification that an audit will be performed. If you have any questions regarding these documents, contact the California Department of Parks and Recreation Audits Office at (916) 902-8770.

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order number identifying PROJECT
- ☐ Daily time sheets/logs signed by employee and supervisor (Showing work order numbers, dates, and specific hours worked on PROJECT)
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)
- ☐ Volunteer rate justification
- ☐ Overtime slip/request form

IN-HOUSE EQUIPMENT/SUPPLIES*

- ☐ Authorization/work order Number
- ☐ Records including logbook, date, time, type, PROJECT site, and number of GRANTEE's equipment/supplies used.
- ☐ Hourly rate from a verified source or other cost justification, substantiating the most economical use of state funds.

MATERIALS/EQUIPMENT PURCHASES AND RENTALS

- ☐ Purchase orders
- ☐ Two informal quotes for material transactions over \$10,000
- ☐ Two informal quotes for single unit items purchased, leased, or rented, over \$500
- ☐ Invoices and receipts
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts)

INTEREST

- ☐ Schedule of interest earned on ADVANCED funds (interest accrued must be traceable)
- ☐ Documentation of interest accrued on ADVANCED funds and interest expended on eligible costs

SERVICE AGREEMENT/CONTRACTS**

- ☐ For agreements over \$10,000, summary list of bidders (including individual bid packages)
- ☐ Bid evaluation and score sheets of bids
- ☐ Award by governing body (minutes of the meeting/resolution)

* Estimated time expended 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.

** Bidding not required for PARTNERSHIPS listed in the competitive GRANT application.

*** Food related to ACTIVITIES IN THE COMMUNITY is ineligible.

- ☐ Waiver of three-bids, if applicable
- ☐ Progress billings/invoices
- ☐ Change Orders
- ☐ Progress billings/invoices detailed
- ☐ Payments to contractor (cancelled checks/ warrants, bank statements and EFT receipts)
- ☐ Stop Notices and Releases

INSURANCE EVIDENCE

- ☐ Hazard and Liability Insurance
- ☐ Vehicle Insurance
- ☐ Commercial General Liability Insurance
- ☐ Workers' Compensation Liability Insurance
- ☐ Self-Insurance

FIDELITY BOND

- ☐ Non-Profit GRANTEES only (Bid, performance, and payment)

FOOD/PER DIEM***

- ☐ Receipts/Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts)

LODGING/OVERNIGHT ACCOMMODATIONS

- ☐ Receipts/Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts)
- ☐ Documentation supporting most economical Hotel Lodging selection or justification through Hotel Lodging Form.
- ☐ Lodging taxes and fees are eligible expenses beyond the base lodging rate

TRANSPORTATION

- ☐ Receipts/Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts)
- ☐ Vehicles owned/leased by GRANTEE: Mileage Log (date, miles driven, destination, signed by operator). See Personal Vehicle Mileage Reimbursable Rates listed here: [Travel Reimbursements - CalHR](#)
- ☐ Rental vehicle and fuel receipts



Outdoor Equity Grants Program Final Project Report (SAMPLE)

Grantee:

Project Number:

Project Name:

Project Scope:

1. Total number of PARTICIPANTS (including YOUTH) served: Click or tap here to enter text.

Year One: Click or tap here to enter text.

Year Two: Click or tap here to enter text.

Year Three: Click or tap here to enter text.

Year Four: Click or tap here to enter text.

Year Five: Click or tap here to enter text.

2. Total number of YOUTH served: Click or tap here to enter text.

Year One: Click or tap here to enter text.

Year Two: Click or tap here to enter text.

Year Three: Click or tap here to enter text.

Year Four: Click or tap here to enter text.

Year Five: Click or tap here to enter text.

3. Total number of days for ACTIVITIES IN THE COMMUNITY completed: Click or tap here to enter text.

Year One: Click or tap here to enter text.

Year Two: Click or tap here to enter text.

Year Three: Click or tap here to enter text.

Year Four: Click or tap here to enter text.

Year Five: Click or tap here to enter text.

Total number of NATURE AREA TRIPS completed: Click or tap here to enter text.

Year One: Click or tap here to enter text.

Year Two: Click or tap here to enter text.

Year Three: Click or tap here to enter text.

Year Four: Click or tap here to enter text.

Year Five: Click or tap here to enter text.

- 4. PARTNERSHIPS formed through the Outdoor Program, including a description of PARTNERSHIP accomplishments and lessons learned.**

Click or tap here to enter text.

- 5. EDUCATIONAL goals were achieved through the OUTDOOR PROGRAM per the definition of EDUCATION(AL) found in the guide, and how was the objective was met?**

Click or tap here to enter text.

- 6. To inform future OUTDOOR PROGRAMS, provide tips and lessons-learned such as successful methods, unforeseen challenges, and recommended solutions.**

Click or tap here to enter text.

- 7. Attach photos (JPEG format) and/or videos with quotes or testimonials from YOUTH and other community PARTICIPANTS about the impact of the OUTDOOR PROGRAM. To support the photos, submit a current Copyright Agreement (see following page).**

I represent and warrant that I have full authority to execute this Final Project Report 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.

X _____
Authorized Representative

Date

State of California - Natural Resources Agency
Department of Parks and Recreation

SAMPLE GRANT CONTRACT
General Fund
Outdoor Equity Grants

GRANTEE _____

GRANT PERFORMANCE PERIOD is from _____

CONTRACT PERFORMANCE PERIOD is from _____

PROJECT TITLE _____ PROJECT NUMBER _____

The GRANTEE agrees to the terms and conditions of this Grant Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or Acquisition documentation for the APPLICATION(s) filed with the State of California.

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

Total State grant amount not to exceed \$XXX

GRANTEE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
Typed or printed name of Authorized Representative

By _____

Signature of Authorized Representative

Title _____

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT #	AMENDMENT #	FISCAL SUPPLIER I.D.		PROJECT #	
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE		REPORTING STRUCTURE	ACCOUNT/ALT ACCOUNT	ACTIVITY CODE	PROJECT/WORK PHASE

I. RECITALS

This Grant Contract is entered into between the California Department of Parks and Recreation (hereinafter referred to as "DEPARTMENT" or "STATE") and **[GRANTEE NAME]** (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "grant funds") not to exceed \$XX, subject to the terms and conditions of this Grant Contract and Assembly Bill 2021/22 California State Budget, Chapter 21, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, statutes of 2021, Item number – 3790-1011-0001 (hereinafter referred to as "GRANT PROGRAM"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2021 to June 30, 2027.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "GRANT PROGRAM" means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, as referred to in section I of this Grant 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 "GRANTEE" means the party described as the GRANTEE in Section I of this Grant Contract.
5. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
6. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for the Outdoor Equity Grants Program" and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of grant funds in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and Section I of this Grant Contract, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this Grant Contract, and under the terms and conditions set forth in this Grant 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.

To maintain the integrity of the competitive GRANT PROGRAM, the GRANTEE agrees that any other

project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

2. 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 Grant Contract, and under the terms and conditions of this Grant Contract.
3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for contracts, 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. Program GUIDES

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. 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 funds are advanced for projects, the advanced funds will be deposited into a federally insured account that provides the ability to track interest earned and withdrawals. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant funds 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 Grant Contract._
3. The GRANTEE shall make activities conducted pursuant to this Grant Contract available for inspection upon request by the STATE.

E. Insurance Requirement

1. Coverage term: Coverage shall be in force for the complete term of the Grant Contract. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. Policy cancellation or termination and notice of non-renewal: Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this Grant Contract upon the occurrence of such event, subject to the provisions of this Grant Contract.
3. Deductible: GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.
4. Primary clause: Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.

5. Insurance carrier required rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this Grant Contract, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. Endorsements: Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance. All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

“The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured.”

In the case of the GRANTEE’S utilization of subcontractors to complete the SCOPE of work pursuant to this Grant Contract, the GRANTEE shall include all subcontractors as insureds under GRANTEE’S insurance or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this Grant Contract.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant funds or equipment.
7. Inadequate insurance: Inadequate or lack of insurance does not negate the GRANTEE’S obligations under the Grant Contract.
8. Commercial general liability: The GRANTEE shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE’S limit of liability.
9. Vehicle insurance: In addition to general liability coverage required by Section E of this Grant Contract, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. Vehicle liability: The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than \$1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the Grant Contract, including owned, hired and non-owned motor vehicles.
11. Workers’ compensation and employer’s liability: The GRANTEE shall provide either (1) or (2) below:
 - (1.) The GRANTEE shall maintain statutory workers’ compensation and employer’s liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this Grant Contract. Employer’s liability coverage limits 26 of \$1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.
 - (2.) If paid employees are not used to carry out the activities covered by this Grant Contract, then the Exemption of Workers’ Compensation must be submitted to STATE.

12. Self-insurance: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. 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 Grant 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 Grant Contract may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this Grant Contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the GRANT PROGRAM, (c) this Grant 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 Grant 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 Grant Contract by the GRANTEE shall be a default of this Grant 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 funds; and c) Payment to the STATE of the costs of enforcement of this Grant Contract, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that final payment may not be made until the work described in the GRANT SCOPE is complete.

G. 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 Grant Contract with no liability occurring to the STATE or offer a Grant Contract amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph F, provision 2, of this Grant Contract.

H. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant 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 activities conducted 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.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this Grant 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 Grant 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.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration of any activities conducted pursuant to this Grant Contract.
2. The GRANTEE shall not discriminate against any person based on residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All activities shall be open to members of the public generally, except as noted under the special provisions of this project Grant Contract or under provisions of the enabling legislation and/or GRANT PROGRAM.

K. Severability

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

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this Grant Contract to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this Grant 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.

M. Assignability

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

N. Use of Grant Funds

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 Grant 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.

O. Section Headings

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

P. Waiver

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

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of

Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The STATE shall provide the GRANTEE advance written notice of such termination, allowing the GRANTEE at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the STATE.

GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Title: _____

Date: _____

Assembly Bill No. 209

CHAPTER 675, Statutes of 2019-2020

SECTION 1. Chapter 1.26 (commencing with Section 5090.75) is added to Division 5 of the Public Resources Code, to read:

CHAPTER 1.26. Outdoor Equity Grants Program

5090.75. (a) The director shall establish the Outdoor Equity Grants Program to increase the ability of underserved and at-risk populations to participate in outdoor environmental educational experiences at state parks and other public lands where outdoor environmental education programs take place. The grant program shall award grants to public organizations, including local governments and local educational agencies, joint powers authorities, open-space authorities, regional open-space districts, other relevant public agencies, or nonprofit organizations, with a focus on funding transportation, logistical, and program operations and capacity costs associated with reaching historically underserved communities.

(b) In developing the grant program, the director shall do both of the following:

(1) Develop criteria, procedures, and accountability measures as may be necessary to implement the grant program.

(2) Administer the grant program to ensure that priority is given to underserved populations, including both urban and rural areas and low-income communities, where participation in outdoor environmental education and recreation programs has been limited.

(c) The director shall give priority for funding to outdoor environmental education programs that primarily provide outreach to and serve pupils who are eligible for free or reduced-price meals, foster youth, or pupils of limited English proficiency, as these terms are defined in Section 42238.01 of the Education Code, and have one or more of the following attributes:

(1) Have a curriculum that is aligned to the content standards for California public schools adopted by the State Board of Education, including, but not limited to, the Next Generation Science standards, or the California History-Social Science standards.

(2) Foster stewardship of the environment and include, when available, curriculum established pursuant to Part 4 (commencing with Section 71300) of Division 34.

(3) Integrate instruction in science, technology, engineering, arts, and mathematics.

(d) The director may give additional consideration to outdoor environmental education programs that do any of the following:

(1) Maximize the number of participants that can be served.

(2) Demonstrate partnerships between public, private, and nonprofit entities.

(3) Contribute to healthy lifestyles, sound nutritional habits, and improved outdoor educational and recreational experiences.

(4) Include service learning and community outreach components for purposes of building partnerships between participants and local communities.

(e) The director may provide funding for professional learning, based on approved content standards, for the staff and volunteers of those programs given priority pursuant to subdivision (c).

(f) In implementing the grant program, the department shall work with relevant stakeholders to promote and implement the grant program in a manner that effectively reaches a wide geography throughout the state and ensures that regions in northern, central, and southern California, including both urban and rural areas, are adequately considered with an emphasis on addressing the transportation needs within these regions.

5090.76. (a) Except as authorized by the Legislature, the department shall not allocate for the purposes of the grant program any general fund moneys appropriated by the Legislature to the department in the annual Budget Act.

(b) The director may accept private donations made for the support of the grant program. The director may solicit and accept private funding to help offset the costs of the grant program.

(c) All moneys received pursuant to this section or appropriated by the Legislature for the purpose of the grant program shall be deposited in the California Outdoor Equity Account, which is hereby created within the State Parks and Recreation Fund.

(d) Before commencing any program development activities for the grant program, adequate donations or funds shall be deposited into the California Outdoor Equity Account. This amount shall be sufficient to administer the grant program and provide grant awards.

5090.77. (a) The department shall gather information from applicants following each award year for purposes of evaluating the effectiveness of outdoor environmental education programs in achieving the objectives of the grant program. Notwithstanding Section 10231.5 of the Government Code, the department shall annually summarize and report this information for the previous award year to the appropriate budget and fiscal committees of the Legislature. The information in the annual report shall include the total number of children served, the total number and types of entities that received grant awards, appropriate recommendations to improve the grant program, partnerships formed, educational objectives achieved, the total number of applications received, and the total number of children who would have been served had all applicants for the award year received grant awards.

(b) A report required pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

5090.78. The department shall adopt guidelines it determines as necessary to carry out the purposes of this chapter. Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to the adoption of guidelines pursuant to this section. The department shall develop a process for public comment and review of the guidelines that involves three public hearings in three different parts of the state before the adoption of those guidelines.

DEFINITIONS

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

ACTIVITY IN THE COMMUNITY – outdoor or indoor EDUCATION components designed to teach PARTICIPANTS about the community’s environment, and the community’s link to clean air, water, and land, that achieves one or more of the following goals:

1. Environmental Justice analysis and reporting that may involve youth leadership development in the community.
2. Solution-based learning about the community’s connection to climate change and other environmental issues such as stormwater runoff, air quality, brownfields, land-use planning, urban heat island effect, groundwater supply, energy, and water efficiency.
3. Discovering nature in action in the community through EDUCATIONAL walks looking for flora (trees/plants) and fauna (animals/insects), and visits to local resources such as a community park, creek, zoo, science or nature center etc.
4. Curriculum based activities at the COMMUNITY HOME BASE.
5. Preparing PARTICIPANTS for NATURAL AREA TRIPS.

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.

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

COMMUNITY HOME BASE – a central gathering place for RESIDENTS of an underserved community where the majority of targeted PARTICIPANTS live. For example, a school, recreation center, community meeting space, or local park may serve as the central gathering place in the underserved community.

DPR – the California Department of Parks and Recreation.

EDUCATION(AL) – integrating *one or more* of the following learning opportunities during the OUTDOOR PROGRAM.

1. Instruction in arts, science, technology, engineering, and mathematics that connects the nature experiences, or environmental stewardship **and/or**
2. Foster stewardship of the environment using curriculum pursuant to Public Resources Code, Division 34, Part 4: Statewide Environmental Education (Sections 71300-71305) **and/or**
3. Curriculum that is aligned to the content standards for California public schools adopted by the State Board of Education, including, but not limited to, the Next Generation Science standards, or the California History-Social Science Standards.
4. Additional Learning Opportunities may also include the following: however, either 1, 2, or 3 above must be accomplished.
 - Coordinate instructional resources and strategies for providing active pupil participation with onsite conservation efforts.
 - Promote service-learning opportunities between schools and local communities.
 - Assess the impact to participating pupils of the unified education strategy on pupil achievement and resource conservation.
 - Healthy lifestyles and sound nutritional habits.
 - Community outreach methods and civic engagement related to ENVIRONMENTAL JUSTICE.

- Career pathway mentoring related to natural resource agencies, environmental protection agencies, park operations, and therapeutic recreation.

ENVIRONMENTAL JUSTICE – For purpose of this GRANT program, ENVIRONMENTAL JUSTICE means planning, community engagement, or solution-based learning about the community’s connection to climate change and other environmental issues such as stormwater runoff, air quality, brownfields, land-use planning, urban heat island effect, groundwater supply, energy and water efficiency, tree canopy, and park access.

As defined by the United States Environmental Protection Agency: “Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. This goal will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.”

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

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

GRANT PERFORMANCE PERIOD – the period of time, starting with the appropriation date, when eligible costs may be incurred by the GRANTEE and charged to the GRANT. Dates for each round will be posted at parks.ca.gov/oep.

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

NATURAL AREA TRIP – a location outside the 5-mile radius from the COMMUNITY HOME BASE that is challenging to access by RESIDENTS such as beaches, rivers, lakes, forests, mountains, deserts, tribal land, and state and national parks within California. Zoo’s, aquariums, natural history museums, and botanical gardens may also be eligible destinations if the primary purpose is for EDUCATION.

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

OUTDOOR PROGRAM – a series of activities (sub-programs) described in the SCOPE that promote education, physical activities, leadership, and career pathways that strengthen PARTICIPANTS’ connection with the natural world. These include ACTIVITIES IN THE COMMUNITY and transporting RESIDENTS to NATURAL AREA TRIPS from the COMMUNITY HOME BASE. These do not involve capital improvement.

PARTICIPANTS – RESIDENTS who join the OUTDOOR PROGRAM. People living outside the COMMUNITY HOME BASE half-mile radius may also be included.

For reporting purposes, an individual may be counted multiple times if the individual engages in multiple ACTIVITIES IN THE COMMUNITY and NATURAL AREA TRIPS. For example, if an individual participates in five NATURAL AREA TRIPS, the individual would be counted as five PARTICIPANTS for cost and reporting purposes.

PARTNERSHIP – a public agency, non-profit organization, company, community organization, or other entity, that is assisting the GRANTEE to achieve one or more goals related to GRANT Selection Criteria 3,4 and 6 in the Application Guide.

PROJECT – the SCOPE to be completed with GRANT funds and committed funds, if identified on Funding Sources Form.

PROJECT COMPLETION – when the SCOPE deliverables are complete.

PROJECT COMPLETION PACKET – The documents listed on page [17](#) that are required to

request final payment following PROJECT COMPLETION.

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

RESIDENTS – the population living primarily within a half-mile of the COMMUNITY HOME BASE including YOUTH, families, and adults of all ages. This includes but is not limited to migrant working families, foster YOUTH, and families who are homeless.

SCOPE – the activities, as described in the competitive application that must be completed prior to final GRANT payment.

YOUTH – an emphasis on K-12 students who are eligible for Free/Reduced priced meals, and students with limited English proficiency (English Learners) as defined in Education Code Section 42238.01. This also includes but is not limited to children of migrant working families, foster YOUTH, and children who are homeless.