COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

JAMES A. NOYES, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: WM-5

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

SUN VALLEY WATERSHED – SUN VALLEY PARK DRAIN AND INFILTRATION SYSTEM
TREEPEOPLE, INC. – COUNTY AGREEMENT
SUPERVISORIAL DISTRICT 3
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Approve and instruct the Chairman to sign the enclosed Agreement between the Los Angeles County Flood Control District and TreePeople, Inc., a nonprofit organization, for the Sun Valley Watershed – Sun Valley Park Drain and Infiltration System Project. This agreement provides for TreePeople to contribute between $400,000 and $410,000 obtained through a Murray-Hayden Proposition 12 Grant towards the construction of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As part of an overall plan to solve a severe flooding problem in the Sun Valley area, the Flood Control District will construct the Sun Valley Watershed – Sun Valley Park Drain and Infiltration System Project, designed to reduce flooding, increase water quality, recharge groundwater, and improve aesthetics in and around the Sun Valley Park and Recreation Center. More specifically, the project will contain stormwater flow from the 49-acre area upstream of the park, treat the stormwater within the park, and allow the

captured stormwater to recharge the groundwater through underground infiltration basins. The project also includes educational signage, a vegetative swale, new bleachers, and field lights within the park.

TreePeople will contribute a maximum of $410,000 towards the project's recreational amenities using funds obtained through a Murray-Hayden Proposition 12 Grant.

Your Board's approval of the enclosed agreement will authorize the District to receive and accept the Murray-Hayden Proposition 12 Grant funds provided by TreePeople and to provide TreePeople periodic invoices for the project in accordance with the procedures outlined in the Murray-Hayden Proposition 12 Grant Guidelines.

Implementation of Strategic Plan Goals

This action is consistent with County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the Strategic Plan Goal of Fiscal Responsibility by utilizing available funds with third party sources. This action also meets the Strategic Plan Goal of Service Excellence by increasing recreational opportunities and environmental benefits and improving the quality of life for citizens of the County.

FISCAL IMPACT/FINANCING

This agreement between the District and TreePeople provides for the District to accept a contribution between $400,000 and $410,000. This contribution will be used toward the construction costs of the project which are currently estimated at $5.2 million. Funds for the total project are included in the Fiscal Year 2003-04 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement was executed by TreePeople on June 16, 2004. It has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approving this agreement is not an action subject to the provisions of the California Environmental Quality Act (CEQA), Section 15061(b)(3), since it does not result in a direct or reasonably foreseeable indirect physical change in the environment. Approving this agreement will have no environmental impact.

Your Board found the overall project to be exempt under CEQA on April 20, 2004, Synopsis 48.

CONTRACTING PROCESS

No contracting of services is required of the District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will have no adverse impact on current flood control services or projects currently planned. The project is in the general interest of the County and will provide increased recreational opportunities and improve the quality of life for citizens of the County.

CONCLUSION

Please return three fully executed originals of the agreement and this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

LAT/SN:sv
P:\wmpub\LAR Watershed\Linda\sunvalleybrdltrtreepeople.doc

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as "**DISTRICT**," and **TREEPEOPLE, INC.**, a non-profit organization, hereinafter referred to as "**TREEPEOPLE.**"

WITNESSETH

WHEREAS, DISTRICT proposes to provide enhancements at the Sun Valley Park and Recreation Center, including additional recreational amenities, native landscaping, and watershed educational opportunities, hereinafter referred to as "**PROJECT**" and **TREEPEOPLE** proposes to provide specific pass-through funding for **PROJECT**;

WHEREAS, PROJECT includes sports lights, a soccer field, interpretive signage, and two improved baseball fields at the Sun Valley Park and Recreation Center, hereinafter referred to as "**PARK.**" See EXHIBIT A – **PARK** General Location Map. The sports lights will provide lighting for the proposed soccer field, which will be located west of the existing baseball fields and will cover an area of approximately one acre; and

WHEREAS, the improved baseball fields for **PROJECT** includes improved turf and irrigation over the eastern baseball field, new bleacher seats to replace the existing baseball bleachers, and an onsite equipment storage container at **PARK**; and

WHEREAS, PROJECT also includes improved turf and irrigation over the western baseball field and the proposed soccer field, if grant funds, as more fully set forth herein, are available; and

WHEREAS, PROJECT will be developed and implemented in coordination with another **DISTRICT** project proposed at **PARK**, hereinafter referred to as "**WATERSHED ENGINEERING**;" and

WHEREAS, WATERSHED ENGINEERING will reduce flooding, increase water quality, recharge groundwater, provide wildlife and recreational enhancements, and improve aesthetics in and around **PARK**. This will be accomplished by collecting upstream stormwater runoff, conveying it through an underground storm drain system, treating it via a series of underground treatment facilities, and infiltrating it in two underground recharge basins as depicted in EXHIBIT B – **WATERSHED ENGINEERING** Plan View; and

WHEREAS, WATERSHED ENGINEERING will also comprise of a vegetated swale along portions of the south edge of **PARK**. The swale will collect, treat, and infiltrate runoff generated from **PARK**. The swale will also collect runoff along the adjacent Lorne Avenue through proposed inlets within the existing curb; and

WHEREAS, WATERSHED ENGINEERING also includes restoring the surface of **PARK** disturbed by the construction of **WATERSHED ENGINEERING** to existing conditions or better. If grant funds, as more fully set forth herein, are not available to fully finance the improved turf and irrigation over the proposed soccer field and western baseball field as part of **PROJECT**, the remainder of the required funds for the enhancements will be provided as part of **WATERSHED ENGINEERING**; and

WHEREAS, the cost of **WATERSHED ENGINEERING** is approximately Four Million Five Hundred Thousand and 00/100 Dollars ($4,500,000) and will be financed by **DISTRICT**; and

WHEREAS, PROJECT is entirely within the City of Los Angeles right of way; and

WHEREAS, PROJECT is in the general interest of **DISTRICT** and **TREEPEOPLE**, and will improve the quality of life for citizens of Sun Valley; and

WHEREAS, DISTRICT and **TREEPEOPLE** are cooperating with respect to certain portions of the development and implementation of **PROJECT**, as more fully set forth herein; and

WHEREAS, "COST OF PROJECT" includes the costs of **PRELIMINARY ENGINEERING** and **CONSTRUCTION** for **PROJECT**, as described in EXHIBIT C – Engineering Estimate; and

WHEREAS, TREEPEOPLE has been granted Murray-Hayden Proposition 12 grant funds, administered by the California Department of Parks and Recreation, hereinafter referred to as **DPR**, and has obtained **DPR's** consent to enter into this Agreement with **DISTRICT** to provide a maximum of Four Hundred Ten Thousand and 00/100 Dollars ($410,000) and a minimum of Four Hundred Thousand and 00/100 Dollars ($400,000) of such grant funds towards **COST OF PROJECT**; and

WHEREAS, DISTRICT shall invoice **TREEPEOPLE** for a portion of the **COST OF PROJECT**, who will in turn submit such invoice to **DPR** for reimbursement; and

WHEREAS, DISTRICT shall perform **PRELIMINARY ENGINEERING**, including preparation of plans and specifications, and **CONSTRUCTION** for **PROJECT**, as more fully set forth in this **AGREEMENT**.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **DISTRICT** and **TREEPEOPLE** and of the promises herein contained, it is hereby agreed as follows:

(1) **TREEPEOPLE AGREES:**

a. To be responsible for development of the design and specifications for the content, graphics, and physical structure for the interpretive signage as part of **PROJECT**. **DISTRICT** and **TREEPEOPLE** understand and agree that **TREEPEOPLE** intends to hire a consultant to perform this work.

b. To reimburse **DISTRICT** a portion of **COST OF PROJECT**, not to exceed Four Hundred Ten Thousand and 00/100 Dollars ($410,000), provided by a grant from **DPR**, upon the full execution of this **AGREEMENT**, receipt of invoice from **DISTRICT**, and reimbursement of such invoice from **DPR**.

c. To provide **DISTRICT** with approval or disapproval of any requested changes in work and associated cost to **PROJECT** within ten (10) days of receipt of request from **DISTRICT**.

(2) **DISTRICT AGREES:**

a. To perform **PRELIMINARY ENGINEERING** and **CONSTRUCTION** for **PROJECT**, including the installation of the interpretive signage.

b. To furnish **TREEPEOPLE** cost accounting information and description of work completed.

c. To complete work in following procedures outlined in Murray-Hayden Proposition 12 Grant Guidelines.

d. To obtain and possess, as a lead agency, all permits and licenses required by local, State, and Federal law required for **CONSTRUCTION** of **PROJECT**

e. To periodically invoice **TREEPEOPLE** no more frequently than monthly and in accordance to the grant requirements in the procedural guide of **DPR**, as noted in EXHIBIT D, for a portion of the **COST OF PROJECT** not to exceed Four Hundred Ten Thousand and 00/100 Dollars ($410,000).

(3) **IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:**

a. **PRELIMINARY ENGINEERING**, as referred to in this **AGREEMENT**, shall consist of environmental documentation; design survey; preparation of plans, specifications, and cost estimates; preparation of architectural and landscaping plans, specifications, and cost estimates; and all other necessary work prior to advertising of **PROJECT** for construction bids.

b. **CONSTRUCTION**, as referred to in this **AGREEMENT**, shall consist of the physical construction of the project, construction inspection, materials testing, construction survey, changes and modification of plans and specifications for **PROJECT**, necessitated by unforeseen or unforeseeable field conditions encountered during physical construction of **PROJECT**, and all other necessary work after advertising of **PROJECT** for construction bids to cause **PROJECT** to be constructed in accordance with said plans and specifications approved by **DISTRICT**.

c. **TREEPEOPLE** shall not itself perform any construction work on **PROJECT**, and intends to hire a consultant to perform the work referenced in Section 1 (a) above.

d. **TREEPEOPLE** and **DISTRICT** shall comply with all requirements in the procedural guide of **DPR**, as noted in EXHIBIT D.

e. **TREEPEOPLE** shall appoint its Director or designated representative as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, and payment requests, which may be necessary for completion of **PROJECT**.

f. **TREEPEOPLE** shall not hold **DISTRICT** accountable for the expense of relocation, alteration, and modification of **PROJECT** once installed.

g. All obligations of **DISTRICT** under this Agreement for the installation of the landscaping and recreation improvements and of the interpretive signage of **PROJECT** are subject to the allocation to **DISTRICT** by **TREEPEOPLE** of the Murray-Hayden grant obtained by **TREEPEOPLE** and administered by **DPR**. **DISTRICT** is not obligated under this Agreement to expend any of its funds in the event the Murray-Hayden grant funds are inadequate to complete said landscaping and recreation components of **PROJECT**.

h. During **CONSTRUCTION** of **PROJECT**, **DISTRICT** shall furnish an inspector or other representative to perform the functions as inspector, for **PROJECT**. **TREEPEOPLE** may also furnish, at no cost to **DISTRICT**, an inspector or other representative to inspect the physical construction of **PROJECT**. Said inspectors shall cooperate and consult with each other. **TREEPEOPLE** inspector shall not issue any directive(s) to the contractor, but shall work through **DISTRICT** inspector. The orders of **DISTRICT's** inspector, or other **DISTRICT** representative to perform the functions as inspector, to the contractor shall prevail and be final.

i. **TREEPEOPLE** shall indemnify, defend, and save harmless **DISTRICT** and the County of Los Angeles and their elected and appointed officers, agents, and employees from and against any and all liability and expense

arising from any act or omission of **TREEPEOPLE**, its officers, employees, agents, or subconsultants of any tier in conjunction with the performance of **TREEPEOPLE's** duties under this **AGREEMENT**, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including damage to **TREEPEOPLE's** property).

j. **DISTRICT** shall indemnify, defend, and save harmless **TREEPEOPLE** and its officers, employees, agents, and subconsultants from and against any and all liability and expense arising from any act or omission of **DISTRICT**, its elected and appointed officers, agents, or employees of any tier in conjunction with the performance of **DISTRICT's** duties under this **AGREEMENT**, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including damage to **DISTRICT's** property).

k. This **AGREEMENT** is by and between the **DISTRICT** and **TREEPEOPLE** and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between **DISTRICT** and **TREEPEOPLE**.

l. All personnel assigned to perform service under this **AGREEMENT** shall be employed and compensated in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel shall treat residents in a courteous manner.

m. **DISTRICT** may, by written notice to **TREEPEOPLE**, immediately terminate the right of **TREEPEOPLE** to proceed under this **AGREEMENT** if it is found that consideration, in any form, was offered or given by **TREEPEOPLE**, either directly or through an intermediary, to any **DISTRICT** officer, employee, or agent with the intent of securing this **AGREEMENT** or securing favorable treatment with respect to the award, amendment, or extension of this **AGREEMENT** or the making of any determinations with respect to **TREEPEOPLE's** performance pursuant to this **AGREEMENT**. In the event of such termination, **DISTRICT** shall be entitled to pursue the same remedies against **TREEPEOPLE** as it could pursue in the event of default by **TREEPEOPLE**.

TREEPEOPLE shall immediately report any attempt by a **DISTRICT** officer or employee to solicit such improper consideration. The report shall be made either to **DISTRICT** manager charged with the supervision

of the employee or to **DISTRICT** Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts.

n. This **AGREEMENT** may be amended or modified only by the mutual written consent of **DISTRICT** and **TREEPEOPLE**.

o. Each party shall have no financial obligation to the other party under this **AGREEMENT**, except as herein expressly provided.

p. The provisions of the **AGREEMENT** shall be interpreted and enforced pursuant to the laws of the State of California.

q. Any correspondence, communication, or contact concerning this **AGREEMENT** shall be directed to the following:

TREEPEOPLE:

Mr. Andy Lipkis
President
TreePeople
12601 Mulholland Drive
Beverly Hills, CA 90210

DISTRICT:

Chief Engineer
Attn: Mr. Vik Bapna
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their respective officers, duly authorized by the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** on _____, 2004, and by **TREEPEOPLE INC.** on JUNE 16, 2004.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By_____
Chairman, Board of Supervisors
of the Los Angeles County Flood
Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By_____
Deputy

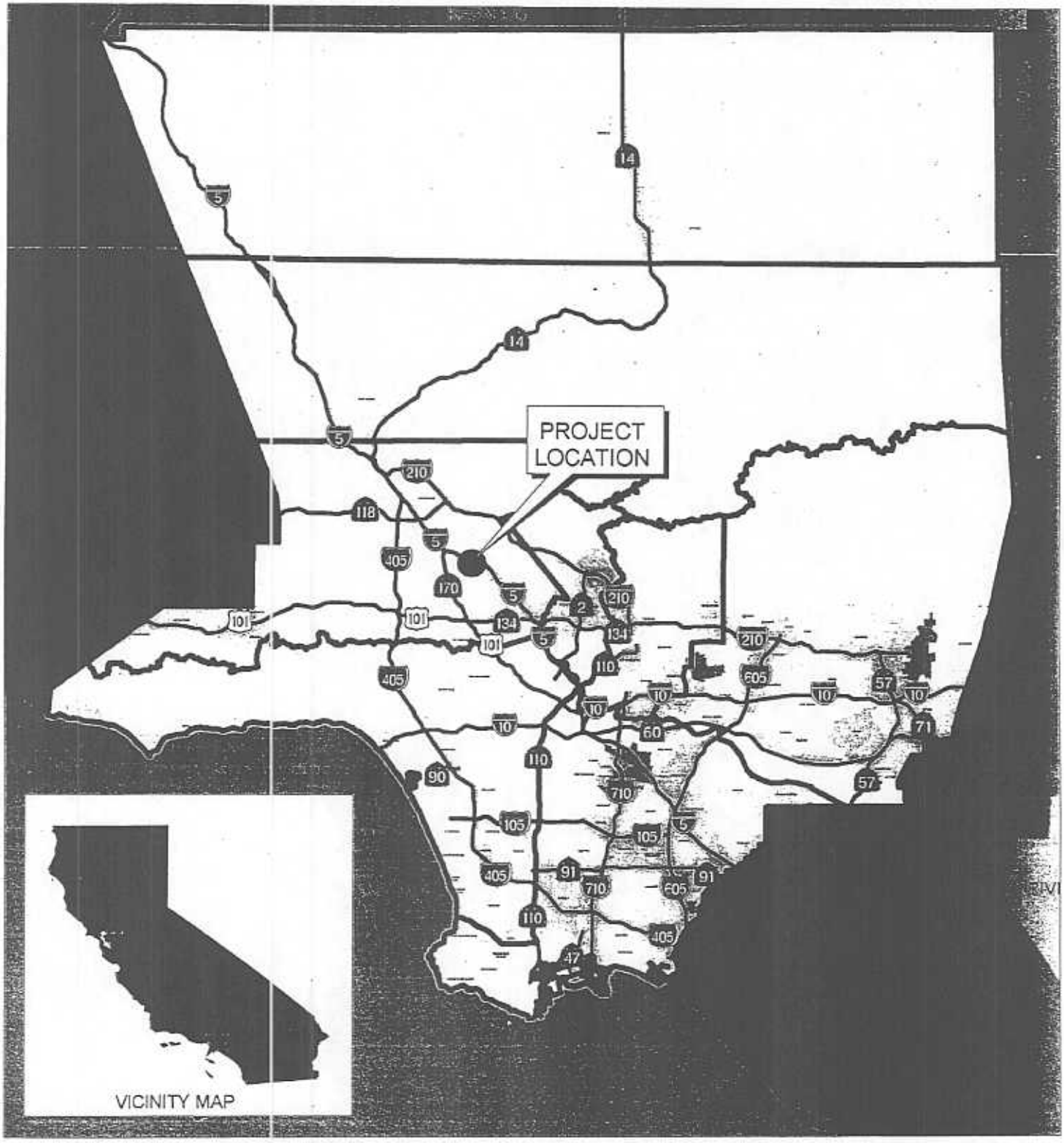
APPROVED AS TO FORM:

TREEPEOPLE INC.

By_____
MARY HENKIRK, COO

By_____

EXHIBIT A
Project General Location Map



DEPARTMENT OF PUBLIC WORKS
900 S. Fremont Ave.
Alhambra, CA 91803

Mapping & Property Management Division
Mapping & GIS Services Section

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EXHIBIT B
WATERSHED ENGINEERING Plan View

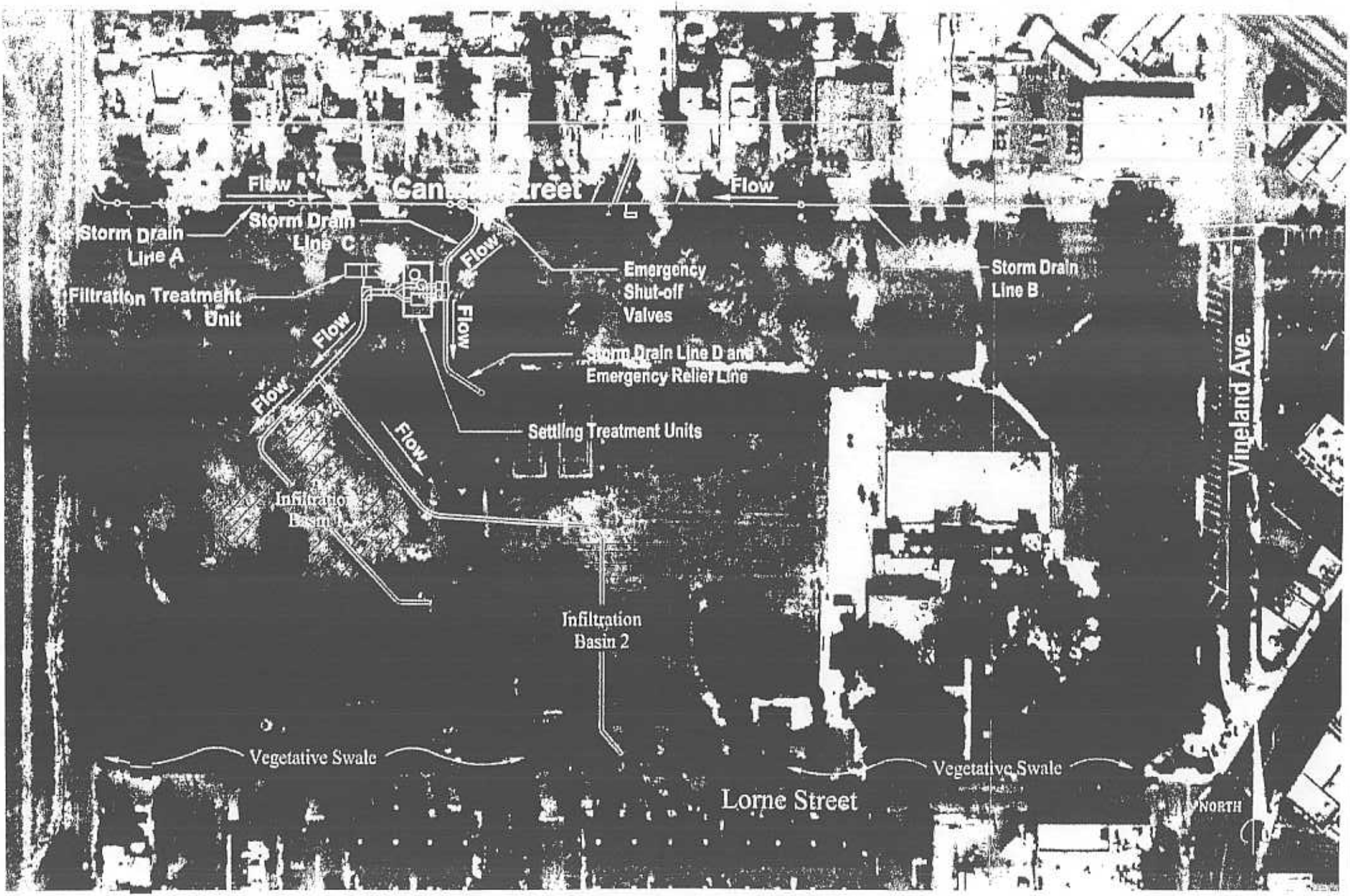

EXHIBIT C - Engineering Estimate

Murray-Hayden Proposition 12 Funds Breakdown (Rough Estimate 3/23/2004)

Item	Description	Unit	Quantity	Unit Price	Total Cost
Construction Costs					
Sports Lights					
1	Service Cabinet	EA	1	$ 35,000.00	$ 35,000
2	Conduit Construction (DWP)	LF	250	$ 150.00	$ 37,500
3	5 KVA Transformer	LS	1	$ 38,000.00	$ 38,000
4	Lighting, including conduits, poles, etc.	LS	1	$ 150,000.00	$ 150,000
5	Electrical Connection (DWP)	LS	1	$ 1,600.00	$ 1,600
					$ 262,100
Baseball Field					
6	Irrigation system	LS	1	$ 16,666.67	$ 16,667
7	Revegetation	SF	75,000	$ 0.30	$ 22,500
8	Equipment storage container	LS	1	$ 5,000.00	$ 5,000
9	15' metal bleachers on slab	EA	2	$ 4,000.00	$ 8,000
					$ 52,167
Soccer Field					
10	Revegetation	SF	75,000	$ 0.30	$ 22,500
					$ 22,500
Interpretive Signage - Structure					
11	Post & installation for 24"x36" 3/4" panel	EA	6	$ 1,250.00	$ 7,500
					$ 7,500
				Subtotal Cost	$ 344,267
Construction Inspection, Materials Testing, and all other costs related to the construction of Project (Part of Construction Costs)					
12	Additional Construction Costs	LS	1	$ 8,606.67	$ 8,606.67
					$ 8,606.67
				Total Construction Cost	$ 352,873
Preliminary Engineering Costs					
Design Cost					
13	Soccer field lighting design	LS	1	$ 22,359.00	$ 22,359
				Total Preliminary Engineering Cost	$ 22,359
				Total (LADPW) Contract Cost	$ 375,232

Item	Description	Unit	Quantity	Unit Price	Total Cost
TREEPEOPLE COST FOR SIGNAGE					
Preliminary Engineering Costs					
Design Cost					
14	Development of content and graphical design of signs		6	$ 3,332.00	$ 19,992
Construction Costs					
15	Prefabrication Costs		6	$ 800.00	$ 4,800
16	Material & construction for educational signage		6	$ 1,048.67	$ 6,292
				Total TreePeople Cost for Signage	$ 31,084
				Total Cost	$ 406,316

Item	Description	Unit	Quantity	Unit Price	Total Cost
Additional Construction Items If Budget Allows					
17	Irrigation system of soccer field	LS	1	$ 16,666.67	$ 16,667
18	Irrigation system of west baseball field	LS	1	$ 16,666.67	$ 16,667
19	Revegetation of west baseball field	SF	75,000	$ 0.30	$ 22,500
				Total Addl Park Amenities	$ 55,833

EXHIBIT D - Procedural Guide

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INTRODUCTION

This guide will assist you with state grant funds administered by the California Department of Parks and Recreation (DPR). Processing of grant documents will be expedited if your project officer's name is included on your correspondence.
Grant applications should be addressed to:

Project Officer (Name)
California Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 940
P. O. Box 942896
Sacramento, CA 94296-0001
Telephone: (916) 653-7423
FAX Telephone: (916) 653-6511
http://www.Localservices@parks.ca.gov

IMPORTANT POINTS

1. Funds cannot be disbursed until there is a fully executed contract between DPR and the Grantee.

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

3. Contracts for funds approved by the Legislature must be executed within the period of availability provided in the state budget, normally the fiscal year in which the funds are appropriated and two fiscal years thereafter. Two additional years are provided to complete the project, totaling five years from the date of appropriation.

WHAT TO SUBMIT

A complete application consists of one copy each of the items listed on the back of the application form (Appendix A).

PROJECT ADMINISTRATION

Normal Grant Process

1. Grantee completes and submits applications to DPR.
2. DPR reviews application materials and sends a contract to Grantee.
3. Grantee returns signed contract to DPR.
4. DPR returns a fully executed contract to Grantee.
5. Grantee may submit payment request for a 10% advance for project planning (Appendix D).
6. Grantee commences work on project and may submit payment request up to 90% of grant amount (Appendix D).
7. Grantee completes project and submits project completion packet (Appendix E).
8. Project officer makes final project inspection.
9. DPR may perform an audit of completed project.

Project Withdrawal

If a jurisdiction fails to apply or otherwise elects not to use its allocation, the allocation will be lost to that jurisdiction. In the event an approved project cannot be completed, and if grant funds were advanced, those funds plus any accrued interest must be returned to the state.

Changes to Approved Project

A Grantee wishing to change the scope of an approved project shall submit the proposed change in writing to DPR for approval. Any change must be consistent with the authorizing legislation.

Payments of Grant Funds

After DPR has signed the contract, 10% of the total grant amount may be requested for initial project costs. For development projects up to 90% of the total grant or 100% of the actual development cost, whichever is less, may be requested after the construction contract is awarded or force account construction has commenced.

For acquisition projects, up to 90% of the grant or 100% of the actual acquisition cost, whichever is less, may be advanced after the property is in escrow. Such advance shall be placed immediately into escrow, or deposited with the court in condemnation cases.

For non-capital projects, up to 90% of the grant, or 100% of the actual cost, whichever is less, may be requested when project activity commences.

The remaining 10% will be reimbursed after project completion.

Grantee should allow four to six weeks to receive payment after submitting request for payment. When completing the payment request forms, all figures should be rounded to the nearest dollar.

Accounting Requirements

The Grantee shall maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. This system shall provide a good audit trail, including original source documents such as receipts, progress payments, invoices, time cards, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained for a period of three years after final payment is made by the state. AVOID AUDIT EXCEPTIONS - KEEP ACCURATE RECORDS

Eligible Costs

Only project-related costs consistent with the authorizing legislation are eligible, and must be supported by cancelled warrants and other records.

1. Preliminary costs - Preliminary project costs (e.g., construction plans, appraisals, acquisition negotiations, etc.).

2. Personnel or employee services - Services of the Grantee's employees directly engaged in project execution. These costs must be computed according to the Grantee's prevailing wage or salary scales, and may include fringe benefit costs such as vacations, sick leave, social security contributions, etc. that are customarily charged to the recipient's various projects. Costs charged to the project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the project. Overtime costs may be allowed under the recipient's established policy, provided that the regular work time was devoted to the same project.

   Salaries and wages claimed for employees working on state grant funded projects must not exceed the Grantee's established rates for similar positions.

3. Consultant services - The costs of consultant services necessary for the project.

4. Construction equipment - Equipment owned by the Grantee may be charged to the project for each use. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the State Department of Transportation may be used as a guide.

   If the Grantee's equipment is used, a report or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

   Equipment may be leased, rented, or purchased, whichever is most economical. If equipment is purchased, its residual market value must be credited to the project costs on completion.

5. Construction supplies and materials – Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than paid by the Grantee. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, a structure or a part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Grantee's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.

6. Signs and interpretive aids - The cost of signs, display boards, or other minor interpretive aids relating to the project.

7. Construction - The cost of all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility.

8. Acquisition - Costs of acquiring real property are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, title insurance fees, and court costs of condemnation.

9. Relocation costs - Relocation costs are allowable for projects that result in displacement of any person and/or business. The Grantee must comply with applicable relocation laws even if relocation costs are not claimed for reimbursement.

10. Non-capital projects - All costs directly related to the project activity.

11. Other expenditures - In addition to the major categories of expenditures, reimbursements may be made for miscellaneous costs necessary for execution of the project. Some of these costs are:

    a. Communications (such as telephone, letters, etc.)

    b. Premiums on hazard and liability insurance to cover personnel and/or property

    c. Work performed by another section or department of the Grantee's agency

    d. Transportation costs for moving equipment and/or personnel

PROJECT COMPLETION

Refer to Project Completion Packet (Appendix E).

STATE AUDIT

After completion of the project, the state may audit the project records. The purpose of the audit is to verify that project expenditures were properly documented. The audit would be requested by the state after the final payment request has been received, all project transactions have been completed, and the Grantee has made the necessary payments.

If your project is selected for audit, you will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which state funds were granted. Projects may be audited at any time up to three years after project completion.

To expedite the audit, the recipient shall have the project records, including the source documents and cancelled warrants, readily available. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the state auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the state auditor.

All project records must be retained by the Grantee for a period of not less than one year after the state audit or final disposition of any disputed audit findings.

APPENDIX A

APPLICATION FORM

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

APPLICATION FOR LOCAL ASSISTANCE GRANT

PROJECT NAME

GRANT AMOUNT $

ESTIMATED TOTAL PROJECT COST
(State Grant and other funds) $

GRANTEE (Agency and address-including zip code)

COUNTY | NEAREST CITY

PROJECT ADDRESS

NEAREST CROSS STREET

SENATE DISTRICT NO. | ASSEMBLY DISTRICT NO.

Grantee's Representative Authorized in Resolution

Name (type) | Title | Phone

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

Name(type) | Title | Phone

Brief description of project

For Dev. projects Land Tenure – Project is: _____acres:

_____Acres owned in fee simple by Grant Applicant

_____Acres available under a_____year lease

_____Acres other interest (explain)_____

For Acquisition projects-Projects will be _____acres

_____Acquired in fee simple by Grant Applicant

_____Acquired in other than fee simple (explain)_____

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

Signed_____
Grantee's Authorized Representative as shown in Resolution

_____
Date

IMPORTANT

All State requirements must be met and a Contract signed before any funds will be disbursed.

An audit may be performed before or after final payment.

An Application for grant funds consists of one copy of each of the following:

1. Application Form
2. Authorizing Resolution from governing body. (Appendix C)
3. Environmental Impact Report or Negative Declaration along with a response from the State Clearinghouse and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or if applicable, a copy of the Notice of Exemption on file with the County Clerk if the project is categorically exempt.
4. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the project.
5. Evidence of adequate land tenure (lease, joint powers agreement, etc.).
6. Acquisition map showing exterior boundaries and parcel numbers. (acquisition projects).
7. Site plan (development projects).
8. Acquisition Schedule (acquisition projects).
9. Cost estimate (development projects).
10. Indication of amount, type and source of funds above grant provided by Grantee.
11. Permit or comments from other reviewing agencies.

    Other reviewing agencies

12. All leases, agreements, etc., affecting project lands or the operation and maintenance thereof.
13. Articles of incorporation if nonprofit applicant.
14. Payee Data Record, if nonprofit applicant. (Appendix F)

APPENDIX B

GRANT CONTRACT

State of California - The Resources Agency

DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

GRANTEE

PROJECT TITLE

PROJECT NUMBER

Funds available from

Under the terms and conditions of this contract, the applicant agrees to complete the project as described in the description, and the State of California, acting through its Director of Parks and Recreation pursuant the program named above, agrees to fund the project up tbo the total grant amount indicated

PROJECT DESCRIPTION

Total Grant Amount not to exceed (or project costs, whichever is less)

Grantee

By _____

Title

Date _____

SAMPLE

By _____

Title _____

Date _____

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

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING

MOUNT OF ESTIMATE	CONTRACT NUMBER	PROJECT NO		FUND	
U. INCREASING ENCUMBRANCE	APPROPRIATION				
I. DECREASING ENCUMBRANCE	ITEM	CALSTARS VENDOR NO.			
ENCUMBERED BALANCE	LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL
B.A. NO. B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE	
eby certify upon my personal knowledge that budgeted funds are able for this encumbrance			T.B.A. NO.	B.R.No.	
IATURE OF ACCOUNTING OFFICER			DATE		

General Provisions

A. Definitions

1. The term "State" and used herein means the California State Department of Parks and Recreation.

2. The term "Act" as used herein means the Appropriation for the Program.

3. The term "Project" as used herein means the project described on page 1 of this Contract.

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

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

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Grantee a sum of money (grant moneys) 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 Description of Project on page 1 and under the terms and conditions set forth in this Contract.

   Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

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

3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)

4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations effecting development projects, including, but not limited to, legal requirements for construction contracts, building codes health and safe codes, and disabled access laws.

5. Grantee shall permit periodic site visits by the State to determine if development work is in accordance with the approved Project Scope including a final inspection upon Project completion.

6. Grantee agrees to submit any significant deviation from the original Project Scope to the State for prior approval.

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

C. Project Costs

The Grant moneys to be provided Grantee under this Contract may be disbursed as follows:

1. If the Project includes acquisition of real property, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this Contract:

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

   b. When acquisition is allowed pursuant to this Act through proceedings in eminent domain, State may disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.

   c. In the event Grantee abandons such eminent domain proceedings, Grantee shall bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.

2. If the Project includes development, the State may disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Contract:

   a. Up to ten percent of the total grant for preliminary costs.

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

   c. Remaining grant funds shall be paid up to the amount of the Grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit such reports as the State may request.
   In any event Grantee shall provide State a report showing total final Project expenditures.

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

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

4. If grant moneys are advanced, the Grantee shall place moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the Project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.

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

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.

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

3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, 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 State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of

grant moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this Contract by the State would be inadequate compensation to the State 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 State.

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

F. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.

4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. Grantee shall indemnify, hold harmless and defend 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. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the state for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following project termination or completion.

Grantee and State 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. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant moneys under this Contract only for the purposes for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State Grant funds and local funds allocated to the capital costs of the Project.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or 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 resident and pursuant to law.

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

J. Application Incorporation

The Application and any subsequent change or addition approved by the State 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 affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

APPENDIX C

SAMPLE RESOLUTION

SAMPLE RESOLUTION

Resolution No:_____

RESOLUTION OF (GOVERNING BODY OF THE GRANTEE)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR

_____

(PROJECT)

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the Grantee will enter into a contract with the State of California for subject project(s);

NOW, THEREFORE, BE IT RESOLVED that the_____

(GRANTEE)

1. Approves the filing of an application for local assistance for the above project(s); and

2. Certifies that Grantee understands the assurances and certification in the application form; and

3. Certifies that Grantee has or will have sufficient funds to operate and maintain the project(s); and

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

5. Appoints the (designate position, not person occupying position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

APPENDIX D

PAYMENT REQUEST FORM

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

PAYMENT REQUEST

State Grant Programs

See Instructions on reverse

1. PROJECT NUMBER

2. CONTRACT NUMBER

3. GRANTEE

4. PROJECT TITLE

5. TYPE OF PAYMENT

☐ Advance ☐ Reimbursement ☐ Final

6. PAYMENT INFORMATION
(ROUND ALL FIGURES TO THE NEARES DOLLAR)

a. Grant Project Amount $

b. Funds Received To Date $

c. Available (a. minus b.) $

d. Amount Of This Request $

e. Remaining Funds After This Payment (c. minus d.) $

7. SEND WARRANT TO

GRANTEE NAME

STREET ADDRESS

CITY/STATE/ZIP CODE

ATTENTION

8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION | TITLE | DATE

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ONLY

PAYMENT APPROVAL SIGNATURE | DATE

DPR 212 (Rev.2/91) (Front)

SEE INSTRUCTIONS ON REVERSE

PAYMENT INSTRUCTIONS

One Payment Request Form must be submitted for each grant project

The following instructions are keyed to corresponding items on the Payment Request Form:

1. PROJECT NUMBER – The number assigned by the State to this project.
2. CONTRACT NUMBER – As shown in Certification of Funding section of the project contract.
3. GRANTEE – GRANTEE name as shown on the project contract.
4. PROJECT TITLE – Title of project for which payment is requested.
5. TYPE OF PAYMENT – Check appropriate box.
6. PAYMENT INFORMATION
   - (a) Grant Project Amount – The amount of state grant funds allocated to this project.
   - (b) Funds Received to Date – Total amount already received for this project.
   - (c) Available – (a. minus b.)
   - (d) Amount of This Payment Request – Amount that is being requested.
   - (e) Remaining Funds After This Payment – (c. minus d.)
7. SEND WARRANT TO – Grantee name, address and contact person.
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE.

APPENDIX E

PROJECT COMPLETION PACKET

PROJECT COMPLETION
STATE PARK GRANT PROGRAMS

This packet will assist in the preparation of documents necessary to complete State grant projects. Any questions should be directed to your project officer.

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

2. Use this packet for all State grant programs. Make copies of the forms as needed.

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

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

5. The specific State grant program procedural guide provides further information on project administration.

PROJECT COMPLETION CHECKLIST

Please submit the following documentation to receive final payment for the grant project. Incomplete documentation may result in a delayed payment.

REQUIRED:

1. Payment Request Form (attached) – One copy of the payment request form, DPR 212, signed by authorized representative.

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

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

IF APPLICABLE:

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

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

FORM IN APP. D)

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

PAYMENT REQUEST

State Grant Programs

See Instructions on reverse

1. PROJECT NUMBER

2. CONTRACT NUMBER
__ __-__ __-__ __ __

3. Grantee

4. PROJECT TITLE

5. TYPE OF PAYMENT

☐ ADVANCE ☐ REIMBURSEMENT ☐ FINAL

6. PAYMENT INFORMATION
(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

a. Grant Project Amount	$
b. Funds Received To Date	$
c. Available (a. minus b.)	$
d. Amount Of This Request	$
e. Remaining Funds After This Payment (c. minus d.)	$

7. SEND WARRANT TO

GRANTEE NAME

STREET ADDRESS

CITY/STATE/ZIP CODE

ATTENTION

8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ONLY

PAYMENT APPROVAL SIGNATURE	DATE

DPR 212 (Rev. 2/91) (Front)

SEE INSTRUCTIONS ON REVERSE

PAYMENT INSTRUCTIONS

One Payment Request Form must be submitted for each grant project

The following instructions are keyed to corresponding items on the Payment Request Form:

1. PROJECT NUMBER — The number assigned by the State to this project.
2. CONTRACT NUMBER — As shown in Certification of Funding section of the project contract.
3. GRANTEE — Grantee name as shown on the project agreement.
4. PROJECT TITLE — Title of project for which payment is requested.
5. TYPE OF PAYMENT — Check appropriate box.
6. PAYMENT INFORMATION
   - (a) Grant Project Amount — The amount of state grant funds allocated to this project.
   - (f) Funds Received to Date — Total amount already received for this project.
   - (g) Available — (a. minus b.).
   - (h) Amount of This Payment Request — Amount that is being requested.
   - (i) Remaining Funds After This Payment — (c. minus d.)
7. SEND WARRANT TO — Grantee name, address and contact person.
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE.

PROJECT CERTIFICATION FORM

GRANTEE:_____ PROJECT NUMBER:_____

GRANTEE CONTACT FOR AUDIT PURPOSES NAME:_____

ADDRESS:_____

PHONE:(_____)_____

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

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: $_____

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

CERTIFICATION:

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

_____ _____

Grantee Fiscal Representative, Title Date

PROJECT COSTS SUMMARY FORM

Project Number_____

WARRANT Number	Date	Recipient	Purpose	Amount

Total labor Costs (from attached form) $_____
Total Equipment Costs (from attached form) $_____

Grand Total $_____

LABOR COSTS SUMMARY FORM

Project Number_____

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

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

EQUIPMENT COSTS SUMMARY FORM

Project Number_____

Type of Equipment	Dates Work Performed	Amount

(Carry Total forward to Project Costs Summary Form

Total $_____

APPENDIX F

PAYEE DATA RECORD
(NONPROFITS ONLY)

STATE OF CALIFORNIA

PAYEE DATA RECORD

Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-99)(CA ST PKS, EXCEL 9/3/99)

NOTE: Governmental entities, federal, state, and local (including public school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:

DEPARTMENT/OFFICE

STREET ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.

(See Privacy Statement on reverse)

2 PAYEE'S BUSINESS NAME

SOLE PROPRIETOR–ENTER OWNER'S FULL NAME HERE *(Last, First, M.I.)*

MAILING ADDRESS *(Number and Street or P.O. Box Number)*

(City, State and Zip Code)

3 PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

- ☐ MEDICAL CORPORATION *(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)*
- ☐ EXEMPT CORPORATION *(Nonprofit)*
- ☐ ALL OTHER CORPORATIONS
- ☐ PARTNERSHIP
- ☐ ESTATE OR TRUST
- ☐ INDIVIDUAL/SOLE PROPRIETOR

NOTE: State and local governmental entities, including school districts are not required to submit this form.

4 PAYEE'S TAXPAYER I.D. NUMBER

SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 *(See reverse)*

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) | | | - | | | | | | | |

IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.

SOCIAL SECURITY NUMBER | | | - | | | - | | | | |

IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN.

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

5 PAYEE RESIDENCY STATUS

CHECK APPROPRIATE BOX(ES)

- ☐ California Resident - Qualified to do business in CA or a permanent place of business in CA
- ☐ Nonresident *(See Reverse)* Payments to nonresidents for services may be subject to state withholding
  - ☐ WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED
  - ☐ SERVICES PERFORMED OUTSIDE OF CALIFORNIA

NOTE:
a. An estate is a resident if decedent was a California resident at time of death.
b. A trust is a resident if at least one trustee is a California resident.
(See reverse)

6 CERTIFYING SIGNATURE

I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME *(Type or Print)* | TITLE

SIGNATURE | DATE | TELEPHONE NUMBER