

**PROCEDURAL GUIDE**  
**FOR**  
**LOCAL GRANT PROJECTS**  
**FUNDED BY**

**Safe Drinking Water, Clean Water, Watershed Protection,  
And Flood Protection Bond  
Act of 2000**



**State of California**  
**The Resources Agency**  
**June 2001**

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## **INTRODUCTION**

This guide will assist you with state grant funds administered by the California Resources Agency (State). Direct all inquires, correspondence and grant applications to:

River Parkway Water Bond 2000  
Grants Administrator  
California Resources Agency  
1416 Ninth Street, Room1311  
Sacramento, CA 95814  
Telephone: (916) 653-5656  
FAX Telephone: (916) 653-8102

## **PROGRAM DESCRIPTION**

The voters of California passed the Safe Drinking Water, Clean Water, Watershed Protection and Flood Protection Bond Act of 2000 on March 7, 2000. It provided \$1.9 billion for a variety of water protection purposes, including \$95 million to the River Protection Subaccount. The Resources Agency received an appropriation in the Fiscal Year 2000-01 Budget Act from the River Protection Subaccount for river parkways projects pursuant to Water Code Section 78682.

Total funds available by geographic area are:

San Joaquin River Corridor (Stanislaus)	\$ 5 million
San Gabriel River	\$ 5 million
Los Angeles River	\$ 15 million

The Resources Agency requested that San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Santa Monica Mountains Conservancy, the State Coastal Conservancy, and the Wildlife Conservation Board to identify and recommend projects for funding consideration to the Agency.

## **ELIGIBLE PROJECTS**

All projects must have as a primary objective, any of the following:

Acquisition and restoration of riparian habitat, riverine, aquatic habitat, and other lands in close proximity to rivers and streams; river and stream trail projects, or river parkway projects undertaken by a state agency, city, county, city or county, or pursuant to a joint powers agreement between two or more of these entities

### Examples of Eligible Projects:

- Acquisition of real property or easements linked to rivers and streams.
- Site improvement projects on land adjacent to rivers and streams such as places for children to play; locations for family picnics; bike and pedestrian trails; areas for water sports involving swimming, boating, fishing, and other activities.
- Projects to restore and enhance riparian wildlife and fish habitat.
- Projects to provide or enhance public access and linkages to streams or rivers, particularly areas that can provide accessible open spaces in urban areas that lack park and open space areas.
- Projects to develop visitor services, recreation and educational interpretive facilities.
- Trails for walking, cycling and equestrian purposes.
- Projects that restore natural environments, or enhance aesthetic, recreational and fish and wildlife values.
- Projects that are part of a proposed or existing river parkway or that significantly improve the quality or size of an open space area.

### **PROJECTS THAT DO NOT QUALIFY**

- Exclusively planning projects without a defined and certain implementation commitment.
- Projects that are primarily flood or erosion control focused.
- Projects with no river or stream linkage.

### **IMPORTANT POINTS**

1. Funds cannot be disbursed until there is a fully executed agreement between the Agency and the Grantee.
2. All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and acquisition of real property by public agencies.
3. Agreements for funds must be executed expeditiously. Completed grant applications must be submitted to the Resources Agency within 120 days from the date of the Invitation to Apply letter. Projects must be completed and all documentation for reimbursement submitted by May 1, 2004. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee.
4. All projects shall be in compliance with the California Environmental Quality Act, Division 13 (commencing with Section 21000).

Evidence of completed CEQA must be submitted with the Grant Application or, if included in the grant work plan, the CEQA process shall be completed within one year from date of grant award as shown in the Grant Agreement. If the Grantee makes a full faith effort to complete CEQA, but is unable to complete the CEQA process or otherwise proceed with the Project due to issues related to the CEQA process, cost incurred by the Grantee directly related to the CEQA process plus any other preliminary costs as defined in this procedural guide are eligible costs to a maximum of 25% of the total grant amount.

5. Grantees shall post signs acknowledging the source of funds pursuant to guidelines established by the Resources Agency for this program (Appendix E).
6. Prior to acquiring an easement or other interest in land pursuant to this grant, a public hearing in the local community shall be held. Notification shall be given to the County Board of Supervisors of the affected county, adjacent landowners, affected water districts, local municipalities, and other interested parties. Evidence of compliance with provision is required before grant funds can be disbursed.
7. Grantees shall certify that the project plans comply with all applicable current laws and regulations affecting Development Projects, including but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws. Grantee shall certify that all applicable permits have been obtained.
8. For Development Projects, the Grantee must own the land or hold a lease or other long term interest in the land that is satisfactory to the Agency. The Grantee shall demonstrate to the satisfaction of the Agency that the project will provide benefits that are commensurate with the type and duration of the interest in the land that is held by the Grantee, if the Grantee does not have fee title to the land. (See Appendix D).
9. Costs related to construction management which can be documented as direct charges are eligible. Indirect costs are ineligible.

## WHAT TO SUBMIT

A complete application consists of one copy of each the items listed below.

1. Application Form (Appendix A)
2. Project Proposal Narrative - Provide a complete description of the project, including the full project scope, location, purpose, the amount of grant funds being requested, and how grant funds will be used. The narrative should clearly indicate which of the eligible criteria for the River Parkway Program that your project meets and explain how it meets them.  
  
Include who will be served by the project and access to the project. Also discuss your organization's capability and plans for operating and maintaining the project.
3. Authorizing Resolution from governing body. (Appendix C)
4. Environmental Compliance (either a, b, c, or d)
  - a. Notice of Exemption stamped by the county clerk if the Project is categorically exempt.
  - b. Negative Declaration and initial study including the checklist and Notice of Determination stamped by the county clerk with the State Clearinghouse response.
  - c. Final Environmental Impact Report with initial study including the checklist and Notice of Determination with State Clearinghouse response.  
  
For a, b, and c: include documentation that the State of California Department of Fish and Game CEQA fee was paid or is not applicable.
  - d. A current and complete initial study with a description of how the Grantee will complete CEQA compliance. CEQA requirements may be met after submission of the grant application; however, grant funds for construction or acquisition will be available only after the project is in compliance with CEQA and other environmental laws. Funds for planning and document preparation may be available sooner if included in the grant work plan.
5. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the project. Also include a Thomas Brothers Guide Map with the project clearly identified.

6. Evidence of adequate land tenure (lease, joint powers agreement, etc.). (Refer to Appendix D for property held in less than fee title).
7. Parcel map showing exterior boundaries and parcel numbers. (Acquisition projects).
8. Site plan (development projects).
9. Acquisition Schedule and estimated costs (acquisition projects). The acquisition schedule should indicate the basis for the estimate of acquisition/easement costs by parcel, and indicate that there are willing sellers. (See example at the end of the Appendices).
10. Cost Estimates (Development projects): A detailed project budget reflecting all costs associated with the project, and designating specifically costs to be covered by the grant request and costs to be covered by other sources. The budget should quantify costs for planning and design, ground area of work, labor, materials and equipment requirements, and display the total project budget in relation to the total amount of the grant request. (See example at the end of the Appendices).

If CEQA compliance has not been completed, the Grantee will be required to provide an updated cost estimate once CEQA compliance has been completed and after completion of working drawings.

11. List other source of funds to be used for the project (if applicable) including cash, in-kind services, volunteer effort, donated materials, etc. and evidence of commitment.
12. A project completion schedule including a quarterly expenditure plan.
13. List all permits necessary to complete the project. Grantee will be required to certify that all permits have been obtained.
14. All agreements, associated with Project operation and maintenance.
15. Up to 5 labeled photographs of the project site (color Xerox copies are acceptable. Pictures should be no larger than 8 ½ " by 11").
16. Articles of incorporation if nonprofit applicant.
17. Payee Data Record, if nonprofit applicant (Appendix H).

## **PROJECT ADMINISTRATION**

### **Process for Water Bond Grants Administered by the Resources Agency**

1. Applicant completes and submits application for grant to the Agency.
2. The Agency reviews application materials and sends a Grant Agreement to Applicant.
3. Applicant returns signed Grant Agreement to the Agency.
4. The Agency returns a fully executed Grant Agreement to Applicant. (Hereafter Grantee).
5. Grantee commences work on the project and may submit payment requests for reimbursement of project expenditures.
6. Grantee posts signs acknowledging source of funds.
7. Grantee completes project and submits Project Completion Packet.
8. Resources Agency's Grant Administrator makes final project inspection and approves final payment.
9. The State may perform audits, as frequently as annually during the course of the project, and after the project is completed.

### **Time Frames**

- Grant applications must be submitted to the Resources Agency within 120 days from the date of the Second Step Application letter.
- Grant agreements must be in place within 180 days from the date of the Second Step Application letter.
- Projects must be completed and all documentation for reimbursement submitted by May 1, 2004, unless an extension has been formally approved by the Agency.
- If CEQA compliance is included in the grant work plan, it must be completed within one year from the date of the grant award as shown in the Grant Agreement.

### **Changes to Approved Project**

A Grantee wishing to make changes or amendments to an approved project shall submit the proposed change in writing to the Agency for prior approval. Changes in Project scope must continue to meet the need cited in the original application or they will not be approved.



## **Eligible Costs**

Only direct project-related costs, incurred during the project performance period specified in the project budget and Grant Agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Costs incurred in advance of Grant Agreement approval are not eligible. Indirect costs are not eligible.

1. Preliminary costs - Up to 25% of the grant funds, including CEQA compliance, may be spent on preliminary project costs (e.g., construction plans, appraisals, acquisition negotiations, and direct project management, etc.) incurred after the date of the Grant Agreement.
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 as well as payroll records. 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. Consultant must be paid by the customary or established method and rate of the grantee.
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 California Department of Transportation may be used as a guide or local prevailing rental rates as well.

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. Use of the Park and Water Bond logo is required for project signage as described in the signage guidelines. The logo can be obtained from the Agency Grants Administrator, or from the Agency Web Site at [www.resources.ca.gov/bond](http://www.resources.ca.gov/bond). (See Appendix E).
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 costs of easements.
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

## **Payment of Grant Funds**

Payment will be on a reimbursement basis for development projects. A Grantee may request progress payments from the Agency as the project proceeds but no frequently than every ninety days.

Please provide a brief statement of the accomplishments made since the last payment request along with your Payment Request Form (RA 212). The Payment Request Form must include documentation that demonstrates that costs have been incurred. Refer to Appendix F.

Grantees should allow four to six weeks to receive payment after submitting a complete payment request package. When Grantees submit a payment request form, all figures should be rounded to the nearest dollar. Any request that is submitted without supporting documents will not be approved for payment.

### **Acquisition Projects**

100% of the actual acquisition costs, may be advanced after the property is in escrow. Such advance shall be placed immediately into escrow. Any remaining grant funds will be reimbursed after the project is complete.

### **Development Projects**

Payments will be made on a reimbursement basis, i.e., after the Grantee has paid for services, products or supplies. Invoices, purchase orders, canceled checks, or other records must support all charges and be available for auditing purposes. 10% of the grant amount will be withheld and issued as a final payment upon completion of the project.

## **Advance Payment Requests**

As a general rule, advance payments for development project costs are not allowed. The Agency, at its sole discretion, may honor advance payment requests, if warranted by compelling need.

If an advance payment is requested, the grant recipient will complete a Form 212, Payment Request Form (See Appendix F), accompanied by the written request for advance payment and all cost estimates for services, equipment and supplies to support the advanced amount requested.

If any advance payments are received from the Agency, they must be deposited in a separate interest-bearing account. Additionally, unless spent, the Grant Agreement shall be reduced by the amount of the interest earned.

For capital acquisition projects, advances are made after the property is in escrow. Immediately upon receipt, such advances shall be placed into escrow.

## **Final Payment Requests**

The 10% withheld from either acquisition or development projects progress payments, is referred to as the Final Payment Request. The Project Completion procedures that must be followed can be found in Appendix G.

## **Site Visits**

The Grantee shall permit periodic on-site visits, including a final inspection of property and/or facilities acquired and developed with the grant funds to determine if the work performed is in accordance with the approved project scope.

## **Project Withdrawal**

If a grantee fails to apply or otherwise elects not to use its funds, the funds will be lost to that grantee. 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.

## **Loss of Funding**

The following actions may result in a Grantee's loss of funding:

- A Grantee fails to obtain a Grant Agreement within 180 days of the Invitation to Apply for the grant.
- A Grantee withdraws from the grant program.
- A Grantee fails to complete the funded project and/or fails to submit all documentation within the time periods specified in the Grant Agreement.
- A Grantee fails to submit its evidence of CEQA compliance within one year as specified by the Grant Agreement.

## **STATE AUDIT AND ACCOUNTING REQUIREMENTS**

Projects are subject to audit by the State for three years following the final payment of grant funds.

If your project is selected for audit, you will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the funds were granted.

The Grantee shall have the project records, including the source documents and cancelled checks, readily available. The Grantee shall also provide an employee having knowledge of the project to assist the State auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.

## **Accounting Requirements**

The Grantee shall maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides a good audit trail, especially original source documents such as purchase orders, receipts, progress payments, invoices, time cards, cancelled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

## **Records Retention**

Project records shall be retained for a period of three years after final payment is made by the State. All project records must be retained by the Grantee at least one year following an audit.

## **PROJECT COMPLETION**

Refer to Appendix G, Project Completion Packet, for a complete list of the items that must be submitted to close a project and receive final payment.

**APPENDIX A**  
**APPLICATION FORM**

**State of California  
The Resources Agency**

**APPLICATION FOR PROPOSITION 13 WATER BOND  
LOCAL ASSISTANCE GRANT**

PROJECT NAME	GRANT AMOUNT REQUESTED \$	
	ESTIMATED TOTAL PROJECT COST (State Grant and other funds and in kind donations)	
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
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Person with day-day responsibility for project (if different from authorized representative)

Name (type)	Title	Phone
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Brief description of project

Estimated Project Performance Period: \_\_\_\_\_

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Grantee's Authorized Representative as shown in Resolution

**APPENDIX B**  
**SAMPLE GRANT AGREEMENT**



**Insert Grant Agreement here.**

## **GRANT AGREEMENT**

### **Special Provisions**

1. Prior to acquiring an easement or other interest in land pursuant to this grant, a public hearing in the local community shall be held. Notification shall be given to the County Board of Supervisors of the affected county, adjacent landowners, affected water districts, local municipalities, and other interested parties. Evidence of compliance with provision is required before grant funds can be disbursed.
2. Recipients of grant funding pursuant to the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act of 2000 shall post signs acknowledging the source of the funds pursuant to the sign guidelines issued by the Secretary of the Resources Agency.

### **General Provisions**

#### A. Definitions

1. The term "Act" means the enabling legislation for the program under which grants are being given.
2. The term "Acquisition" means to acquire a fee interest or any other interest including easements and development rights in real property, from a willing seller.
3. The term "Application" as used herein means the individual application form and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" means an applicant who has a signed agreement for grant funds.
6. The term "Project" means the acquisition, development or other activity described on page 1 of this Agreement to be accomplished with grant funds.
7. The term "State" means the State of California, Secretary of the Resources Agency.

#### B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this Agreement.

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, unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee.

3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.) and other environmental laws before any grant funds for construction are made available. Funds for planning and document preparation may be available sooner if included in the grant work plan. CEQA compliance shall be completed within one year from date of Grant Agreement.
4. If the Project includes Development, the Grantee certifies that the project plans comply with all current laws and regulations which apply to 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. Prior to the commencement of any work, Grantee agrees to submit in writing any significant deviation from the original Project Scope to the State for prior approval. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved.
7. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property Acquisition by public agencies.
8. Grantee shall provide for public access to the Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Grantee must have (1) fee title, (2) lease hold (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land as determined by the State that is held by the Grantee.
10. Grantee will provide photos during and after implementation of Project at the request of the State.
11. Lands acquired with funds from this grant shall be acquired from a willing seller of the land.
12. Grantee shall maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property may transfer the responsibility to maintain and operate the property in accordance with this section. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property

funded in the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a use authorized by that category.

C. Project Costs

The Grant monies to be provided Grantee under this agreement will be disbursed as follows:

1. If the Project includes Acquisition of real property, and is through negotiated purchase, the State may disburse up to 100% of the amount of the State approved purchase price together with State approved costs of Acquisition when an escrow is opened. The amount disbursed in any event shall not exceed the State Grant amount set forth on page 1 of this Agreement. The remainder, if any, shall be reimbursed after the Project is completed.
2. If the Project includes Development, the State may disburse to Grantee the grant monies as follows, but not to exceed in any event the State grant amount set forth of page 1 of this Agreement:
  - a. On a reimbursement basis for preliminary costs, or construction and development costs. Ten percent of the grant amount will be held back and issued as a final payment upon completion of the project.
  - b. 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 and completion of site inspection by the State.
  - c. Advance payments may be made if warranted by compelling need at the discretion of the State.
  - d. Payment Documentation:

All payment requests must be submitted using a completed Payment Request Form. (Appendix F). This form must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, and purpose of expenditures. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this grant.
3. Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end of the term of this agreement.

D. Project Administration

1. Grantee shall promptly submit written project 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 Agreement available for inspection upon request by the State.
3. Grantee agrees to use any monies advanced by the State under the terms of this Agreement solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies 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 any income earned by the Grantee to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.
6. Grantee shall submit all documentation for project completion and final reimbursement within 90 days of project completion, but no later than May 1, 2004. The May 1, 2004 date does not apply if the State has formally granted an extension of the project completion date.

E. Project Termination

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing between Grantee and State.
2. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement 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 Agreement 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 Agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, protection and net increase in the quantity and quality of river parkways, riparian habitat, river and aquatic habitat, and stream and trail projects 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 monies under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, 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 Agreement.

F. Hold Harmless

1. Grantee shall waive all claims and recourses 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 Agreement 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 liabilities 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 shall also to retain such financial accounts, documents and records for three years following Project termination or completion.
2. 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 Agreement 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 Agreement.
3. Grantee shall use any generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this agreement only for the purposes for which the State grant monies 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 as determined by the State in the Minimum Land Tenure requirements as shown in the application package.

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 Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Agreement 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 by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

**APPENDIX C**  
**SAMPLE RESOLUTION**



SAMPLE RESOLUTION

Resolution No: \_\_\_\_\_

RESOLUTION (GOVERNING BODY OF GRANTEE)  
APPROVING THE APPLICATION FOR GRANT FUNDS FOR  
THE RIVER PARKWAY GRANT PROGRAM UNDER THE SAFE DRINKING WATER,  
CLEAN WATER, WATERSHED PROTECTION AND FLOOD PROTECTION BOND  
ACT OF 2000

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WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the State Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the State Resources Agency require a resolution certifying the approval of application(s) by the applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_  
(Governing Body)

1. Approves the filing of an application for the (name of the project);
2. Certifies that applicant understands the assurances and certification in the application form, and
3. Certifies that applicant has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that applicant has reviewed and understands the Special and General Provisions contained in the Sample Project Agreement 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).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the \_\_\_\_\_.  
(Governing Body)

Following Roll Call Note:

Ayes: \_\_\_\_\_

Nos: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary for the Governing Board

**APPENDIX D**  
**LAND TENURE REQUIREMENTS**

## Minimum Land Tenure Requirements

Applicants must certify to the Agency that they have adequate control of, and tenure to, properties to be improved under the 2000 Water Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint-powers agreement, or other long-term interest in the property.

The Agency recognizes that specific activities may change over time; however, the property must remain available for compatible public use.

The Grantee shall:

Maintain and operate the property funded pursuant to this chapter for a period of:

At least 10 years for Grants up to \$100,000

- At least 20 years for Grants up to \$1 million
- At least 25 years for Grants over \$1 million

2. Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the Legislature.

With the approval of the Agency, the Grantee or, the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short-term agreement cannot be revocable at will by the lessor.

**APPENDIX E  
SIGN GUIDELINES**

## **PROPOSITION 13 WATER BOND SIGN GUIDELINES**

### **Authority**

All projects funded by the “The Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Bond Act of 2000” (2000 Water Bond) must include a posted sign acknowledging the source of the funds following guidelines developed by the State of California Resources Agency.

### **Purpose**

Installation of signs at all project sites is required to acknowledge the public’s support of the 2000 Water Bond and promote the benefits provided by Bond fund assistance.

### **Types of Signs**

#### 1) Signs Posted Upon Completion (required for all projects)

All grantees are required to post a sign at the project site. The sign must be available for the final inspection of the project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

#### 2) Sign posted during construction (required for specific situations)

For projects funded with 2000 Water Bond funds in excess of \$750,000 and/or those projects in areas of high visibility (such as near a major thoroughfare), a sign is required during construction.

Recommended minimum size of sign: 4.5 feet x 7.5 feet

**Language for Signs**

All signs will contain the minimum language below:

<p style="text-align: center;"><b>(Description of Project)</b></p> <p><b><i>Another Project to Improve California River Parkways</i></b> (coast, trails, watersheds, etc) <b><i>funded by the 2000 Water Bond</i></b> (in large font)</p> <p>Optional: The Safe Drinking Water, Clean Water, Watershed Protection and Flood Protection Bond Act of 2000</p> <p>Mary D. Nichols, Secretary for Resources</p> <p><b>Gray Davis, Governor</b></p>
--

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

**Universal Logo**

All signs will contain a universal logo (a copy is included) that will be equated with the 2000 Parks and Water Bond Acts statewide. The logo will be on a template, available through the Internet at [www.resources.ca.gov/bond/](http://www.resources.ca.gov/bond/). Your project officer/grants administrator can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, and other areas where these dimensions may not be appropriate.

### **Sign Construction**

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

### **Sign Duration**

Project signs must be in place for a lengthy period of time, preferably for a minimum of two years for all projects and four years for projects over \$750,000.

### **Sign Cost**

The cost of the sign(s) is an eligible project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on structures etc.

### **Appropriateness of Signs**

For projects where the required sign may be out of place or where affected by local sign ordinances, the Project Officer/Grants Administrator in consultation with the Grantee may authorize a sign that is appropriate to the project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond project.

### **Exclusions**

Archaeological sites are excluded from the sign requirement.

#### **Signs on State Highways**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

### **Further Questions**

The grantee should consult with the Project Officer/Grants Administrator to resolve any sign issues.



**APPENDIX F  
PAYMENT REQUEST PACKET**

State of California  
The Resources Agency

PAYMENT REQUEST  
SAFE DRINKING WATER, CLEAN WATER,  
WATERSHED PROTECTION AND FLOOD PROTECTION BOND ACT OF 2000

See Instructions on reverse

1. PROJECT NUMBER

2. GRANTEE

3. PROJECT TITLE

4. TYPE OF PAYMENT

ADVANCE

REIMBURSEMENT

FINAL

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

a. Grant Award Total \$ \_\_\_\_\_

b. Funds Received To Date \$ \_\_\_\_\_

c. Available (a. minus b.) \$ \_\_\_\_\_

d. Amount Of This Request \* \$

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

6. SEND PAYMENT TO

GRANTEE NAME

STREET ADDRESS

CITY/STATE/ZIP CODE

ATTENTION

7. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION

TITLE

DATE

FOR CALIFORNIA STATE RESOURCES AGENCY ONLY

PAYMENT APPROVAL SIGNATURE

DATE

RA 212 (Rev.7/00) (Front)

SEE INTRUCTIONS ON REVERSE

\* Attach documentation supporting full amount

## **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. GRANTEE – Grantee name as shown on the project agreement.
3. PROJECT TITLE -- Title of project for which payment is requested.
4. TYPE OF PAYMENT -- Check appropriate box.
5. PAYMENT INFORMATION
  - (a) Grant Award Total -- The amount of state grant funds awarded 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.)
6. SEND PAYMENT TO – Grantee name, address and contact person.
7. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION –Must be an original signature by the person authorized in the Application Resolution.

#### **\* Documentation Required- Avoid Delays in Payments**

Payment request forms must be accompanied by an itemized list of all charges documenting the check numbers, amounts, dates, recipients and purpose of the charges.

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

**APPENDIX G**  
**PROJECT COMPLETION PACKET**

## **PROJECT COMPLETION RESOURCES AGENCY GRANT PROGRAMS**

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

1. READ ALL MATERIALS IN THIS PACKET. Share it with individuals who will be preparing the financial documents.
2. 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 grant 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, RA212, signed by person authorized in the application resolution.
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 check number, date, recipient, purpose (ie, 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).

**PROJECT CERTIFICATION FORM**

NAME OF GRANTEE: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE:(\_\_\_\_\_)\_\_\_\_\_

Grantee Contact for Audit Purposes

NAME: \_\_\_\_\_

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

LIST OTHER FUNDS USED ON THIS 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.

\_\_\_\_\_  
Signature of Grantee Fiscal Representative, Title Date

\_\_\_\_\_  
Print Name and Title

## **PROJECT CERTIFICATION FORM INSTRUCTIONS**

The Project Certification Form provided by the State shall include the following information for all projects:

1. Grantee name
2. Project number
3. Grantee contact for audit purposes
4. Description of Project Accomplishments
5. Sources and amounts of other funds used for the project
6. Notice of Completion information (for Development Projects)
7. Signature of Grantee
8. For Development and Non-Capital Projects: a cost summary using the format shown in the Cost Estimate at the end of the Appendices.
9. For Acquisition Projects: Copies of buyers closing statement, grant deeds and policy of title insurance.



## PROJECT COSTS SUMMARY FORM

Project Name			Project Number	
Check Number	Date	Recipient	Purpose	Amount

---

Total labor Costs (from attached form) \$ \_\_\_\_\_

Total Equipment costs (from attached form) \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

**LABOR COSTS SUMMARY FORM**

Project Name			Project Number	
Work Authorization	Unit Performing Work	Dates/ Pay Period	Purpose	Amount

---

(Carry Total forward to Project Costs Summary Form)                      \$ \_\_\_\_\_

**EQUIPMENT COSTS SUMMARY FORM**

Project Name \_\_\_\_\_ Project Number \_\_\_\_\_

Type of Equipment \_\_\_\_\_ Dates \_\_\_\_\_ Work Performed \_\_\_\_\_ Amount \_\_\_\_\_

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**(Carry Total forward to Project Costs Summary Form)      \$ \_\_\_\_\_**

**APPENDIX H**  
**PAYEE DATA RECORD**  
**(NONPROFITS ONLY)**

**EXAMPLE OF COST ESTIMATES  
FOR DEVELOPMENT AND ACQUISITION PROJECTS**