

GRANT GUIDE
FOR
RIVER PARKWAYS GRANT PROJECTS
FUNDED BY

**California Clean Water, Clean Air,
Safe Neighborhood Parks, and Coastal Protection
Act of 2002**

Proposition 40



**State of California
The Resources Agency**

**REVISED
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Definitions

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

“Acquisition” means obtaining the fee title or a lesser interest in real property, including specifically, a conservation easement or development rights.

“Agency” means the Secretary of the Resources Agency.

“Agreement” means a contractual arrangement between the Agency and Grantee specifying the payment of funds by the Agency for the performance of specific Project objectives within a specific Project Performance Period by the Grantee.

“Applicant” means an organization requesting funding from a Program administered by the Agency.

“Bond Act” means the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.

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

“Conservation Easement” means a legal agreement between a property owner and a non-profit organization or public agency to restrict the type and amount of development that may take place on a piece of real property. The easement spells out the rights the landowner retains and the restrictions on use of the property.

“Development” includes, but is not limited to, improvement, restoration, enhancement, preservation, protection, and interpretation.

“Enhancement” means to modify current conditions, and may be used to describe a Project that would result in a natural resource, recreational area, or existing facility realizing desired improvements (e.g., greater Public Access, increased Riparian habitat, etc.) while considering the protection of the natural environment. It is distinguishable from “restoration” in that it does not imply merely a return to natural conditions, but may include the provision of recreation or other aspects that were not originally part of the features.

“Fund” means the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund created pursuant to Section 5096.610.

“Grantee” means an Applicant that has an Agreement for grant funding with the Agency.

“Grants Administrator” means an employee of the Resources Agency, who acts as liaison with the Grantee and administers Bond Act grants.

“In-Kind” means those funds and/or donations, which may be from a non-state source, and which may include local, state, or private funds, as well as materials and services.

“Indirect Costs” means expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, contract, Project or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, accounting, and salaries of supervisors and managers; and overhead such as rent, utilities, supplies, etc.

“Joint Powers Authority” means state, city, or county agencies formed under state law that allow at least two or more such agencies to combine efforts and exercise authority specifically for Acquisition and Restoration of river parkways.

“Low Impact Recreational Use” means any development, or enhancement of resource-based facilities or any visitor activity that is designed to minimize impacts on a natural area. Low impact activities are generally human-powered and may include walking, hiking, cycling, non-motorized boating or equestrian use; bird watching, fishing, star-gazing or photography; and organized events such as interpretive tours, nature walks, or educational programs.

“Nonprofit Organization” means any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (commencing with Section 5000 of the Corporations Code), qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.

“Open Space” means any area that can potentially serve as wildlife habitat, facilitate natural processes, or allow for public access for passive forms of recreation.

“Planning” means specific preparations necessary to execute eligible Projects. Planning includes conceptual designs, pre-schematic work, such as initial architectural and engineering plans prepared during the preliminary project phase; schematic documents; technical consulting; construction design; preparation of construction bidding documents; permits; or appraisals. Planning costs are distinct from “hard” Project costs of actual construction or acquisition.

“Project” means the Acquisition, Development, Restoration, Enhancement or other activity to be accomplished with grant funds.

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

“Public Access” refers to public access generally with full right of way from a public thoroughfare or public transportation. It could also mean the provision for visitor support facilities, including public parking, trails, bikeways, restrooms, and picnic areas.

“Public Agency” means any federal, state, city, county, or other governmental agency authorized to provide park, recreational, or open-space services, or a combination of those services, except a school district.

“Restore” or “Restoration” means to reestablish the physical and biological characteristics of a Riparian or Riverine habitat to a natural state.

“Riparian” means related to living, growing, or located on the banks of rivers or streams.

“Riverine” means living in, growing in, or located in a stream or river.

“Secretary” means the Secretary of the Resources Agency.

“Stewardship Plan” means a plan to provide ongoing implementation and management associated with the acquisition of a conservation easement.

“Tenure” means the Applicant owns the Project land or has other long-term interest with the landowner that is satisfactory to the Agency (See Appendix D).

“Trailhead and Trailside Facilities” include, but are not limited to parking, utilities, restrooms, non-vehicular bridges, fencing, and informational and interpretive signs.

“Willing Seller” means that all landowners are willing participants in any proposed real property transactions.

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 Parkways Resources Bond 2002
Grants Administrator
California Resources Agency
1416 Ninth Street, Room 1311
Sacramento, CA 95814
Telephone: (916) 653-5656
FAX Telephone: (916) 653-8102

PROGRAM DESCRIPTION

The voters of California passed the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40) on November 5, 2002. It provides \$70 million for acquisition and development of river parkways, pursuant to Section 78682.2 of the Water Code.

PROGRAM INTENT

The River Parkways Grant Program is intended to provide funding for the acquisition and development of river parkways. Grant funds are awarded for the Acquisition and Restoration of public lands for Projects undertaken for one or more of the following purposes in accordance with Section 78682.2 of the Water Code. These include:

- “The acquisition and restoration of Riparian habitat, Riverine aquatic habitat, and other lands in close proximity to rivers and streams and for river and stream trail projects.” [Water Code Section 78682.2]
- “River parkway projects undertaken by a state agency, city, county, city and county, or pursuant to a joint powers agreement between two or more of these entities.” [Water Code Section 78682.2(e)]

PROJECTS

Examples of Eligible Projects –

1. Acquire, restore or enhance Riparian or Riverine aquatic habitat; restore natural environments, or enhance the aesthetic, recreational and fish and riparian values.
2. Acquire land to provide public access to rivers, streams, or river parkways
3. Acquire land to increase the size and quality of existing riparian habitat, river parkways or other open space areas along rivers or streams for low impact recreational uses.

4. Develop, improve or enhance trails or trailhead or trailside facilities along rivers, streams, or river parkways, for walking, cycling and equestrian purposes.
5. Develop new trails that link existing river or stream trails.
6. Improve sites on land adjacent to rivers and streams such as places for picnics; bike, pedestrian, or equestrian trails; areas to access water sports including swimming, boating, and fishing.
7. Improve 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.
8. Provide visitor-serving amenities such as informational, or interpretive kiosks; shade ramadas; restrooms, etc.
9. Acquire and develop river parkways; projects that are part of a proposed or existing river parkway or that significantly improve the quality or size of an open space area along the river and will be used for low impact recreational uses.

Examples of Projects That Do Not Qualify

1. Projects with no river or stream linkage
2. Projects that are exclusively or primarily planning projects
3. Educational projects
4. Operations and maintenance projects
5. Projects that exclusively fulfill mitigation requirements
6. Playgrounds, skateboard parks, basketball courts, ball fields, and other forms of "active recreation," etc.
7. Projects that are primarily flood, erosion control, or water quality focused
8. Projects with no Public Access
9. Projects that upgrade, expand or otherwise facilitate motorized use of trails predominantly used by non-motorized trail users, or that create or improve roads for motorized use

IMPORTANT POINTS

1. Funds cannot be disbursed until there is a fully executed grant 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. Disbursement of Grant funds for acquisitions will be subject to prior approval of fair market value appraisal by the State Department of General Services.
3. Grantee shall provide for Public Access. Public access may vary depending on the nature of the Project.

4. Agreements for funds must be executed expeditiously. Please refer to the cover letter accompanying this grant guide for specific deadlines.
5. All Projects shall be in compliance with the California Environmental Quality Act (CEQA), Division 13 (commencing with Section 21000). The grant application must be accompanied by evidence of completed CEQA or, if not complete, an initial study must be submitted. CEQA compliance consists of either a, b, c, or d below:

Completed CEQA Documentation –

- 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 b, and c include documentation that the State of California Department of Fish and Game CEQA fee was paid or is not applicable.

CEQA in Progress Documentation -

- d. A current and complete initial study with a description of how the Grantee will complete CEQA compliance. Remaining CEQA requirements may be met as part of the grant work plan; 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.

All CEQA compliance shall be completed within one (1) 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 guide are eligible costs to a maximum of 25 percent of the total grant amount.

6. Grantee shall post signs acknowledging the source of Funds pursuant to guidelines established by the Resources Agency for this program (Appendix E).
7. Grantee shall certify 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 (Appendix D).
9. Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
10. Grantee agrees to maintain and operate the property acquired or developed for a period commensurate with the Land Tenure Requirements (Appendix D). Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the Agency for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
11. The State shall review and approve any Conservation Easement terms and conditions.
12. Nonprofit organizations or public agencies acquiring Conservation Easements shall demonstrate to the satisfaction of the Agency an adequate Stewardship Plan to provide ongoing implementation and management associated with the acquisition of the Conservation Easement.
13. The Grantee shall not use or allow the use of any portion of the real property as security for any debt or for mitigation without the written permission of the State.

WHAT TO SUBMIT (INSTRUCTIONS/CHECKLIST)

A complete application consists of one original and two (2) copies of each of the items listed below. Please be sure to include page numbers on all materials submitted. (Do not submit additional materials that have not been specifically requested, such as letters of support, press clippings, or brochures.)

1. Completed Application Form (Appendix A)
2. Project Proposal Narrative – Provide a complete description of the project, including the full project scope, location, purpose, project readiness, amount of grant funds being requested, and how grant funds will be used. The narrative should also clearly indicate which of the eligible criteria for the River Parkways Program that your project meets and explain how it meets them.

Include who will be served by the Project, the benefits, and detail how the public will access the Project. Also discuss your organization's capability in handling projects like the one proposed. Discuss the plans for operating and maintaining the Project.

3. Signed 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 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. Remaining CEQA requirements may be met as part of the grant work plan; 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 with enough detail to allow a person unfamiliar with the area to locate the project. Include a Thomas Bros. Guide map if project is in urban area and an Assessor's Parcel map with the project area, river or stream, and parcel number(s) clearly labeled. Include other maps or aerial photographs that demonstrate the location and need for the project. Maps or images must fit an 8½" X 11" binder.
6. Parcel map showing exterior boundaries and clearly marking the parcels and parcel numbers to be acquired.
7. Site plan (development projects) - Include a site plan with specifics and details of the facilities to be developed and exterior boundaries of the Project site. Plan should be specific enough to allow someone unfamiliar with the Project to visualize it in detail.

8. Evidence of adequate land tenure (development projects): Provide copies of documents that demonstrate ownership or copies of a lease, joint powers agreement, or anything else that shows long-term interest in the property.
9. Acquisition Schedule and estimated costs (acquisition projects). Complete the Acquisition Schedule form (Appendix I). The acquisition schedule must indicate the basis for the estimate of acquisition/easement costs by parcel, and indicate that there are willing sellers.
10. Conservation Easement - Provide a copy of the proposed Conservation Easement for review and approval.
11. Stewardship Plan - If acquiring a Conservation Easement, applicant must submit a plan explaining how ongoing implementation and management associated with the easement will be accomplished, and demonstrating adequate resources for the plan.
12. Cost Estimates (development projects) - A detailed project budget estimate 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 and detail the 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. (Appendix H)

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

13. Other Source of Funds - List other source of funds to be used for the Project (if applicable) including cash, In-Kind services, volunteer efforts, donated materials, etc. and evidence of commitment.
14. Project Schedule for all tasks in the work plan and quarterly cash draw down expenditure plan.
15. List all permits necessary to complete the Project. Grantee will be required to certify that all permits have been obtained before construction funds will be released.
16. All agreements associated with Project operation and maintenance.
17. Up to five (5) labeled photographs of different views of the project site (color photocopies are acceptable). Pictures should be no larger than 8 ½ by “11”.

18. Articles of incorporation, including document with seal from Secretary of State (if nonprofit applicant).
19. Payee Data Record, if nonprofit applicant (Appendix J).
20. Signage Compliance: Indicate on site plans the locations where required signs will be posted. All cost estimates must include signage costs. (Appendix E)

PROJECT ADMINISTRATION

Grant Process

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.

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.

Time Extensions

Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an extension has been formally granted by the

State 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.

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. Costs are eligible whether a consultant and/or contractor performed the services. 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 percent (25%) of the grant funds, including CEQA compliance, may be spent on preliminary project costs (e.g., planning and design, architecture and engineering, construction plans, appraisals, acquisition negotiations, and direct project management, etc.) incurred after the date of the Grant Agreement.
2. Personnel or employee services – Costs for services of the Grantee's employees directly engaged in project execution 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 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. 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.

4. 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.
5. Signs and interpretive aids – Eligible costs include signs, display boards, or other minor interpretive aids relating to the project (see Appendix E).
6. Construction - All necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a structure or facility are eligible costs.
7. 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. Costs of obtaining State approvals of purchase price and transaction reviews from the State Department of General Services are also allowable.
8. 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.
9. 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. Premiums on hazard and liability insurance to cover personnel and/or property
 - b. Work performed by another section or department of the Grantee's agency
 - c. Transportation costs for moving equipment and/or personnel

Payment of Grant Funds

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 submitted without supporting documents will not be approved for payment.

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 required documentation (Appendix F).

Acquisition Projects

Up to 90 percent (90%) of the amount of the State approved purchase price together with State approved costs of Acquisition may be advanced into an escrow account within 60 days of close of escrow. Costs of obtaining approval of the purchase price from the State Department of General Services are allowable costs and shall be reimbursed to the Grantee out of the grant proceeds. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of the Grant Agreement. The remainder of the Grant, if any, shall be available on a reimbursable basis.

Development Projects

Payments will be made on a reimbursement basis (i.e., after the Grantee has paid for services, products or supplies). A Grantee may request progress payments from the Agency as the Project proceeds. Copies of paid invoices, or other records demonstrating proof of payment must support all charges. Summaries without supporting copies of invoices will not be accepted as documentation for payment.

Ten percent (10%) of the amount submitted for reimbursement 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. However, at its sole discretion, the Agency may honor an advance payment request if warranted by compelling need.

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

If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

Final Payment Requests

The ten percent (10%) withheld from either an acquisition or development project progress payment 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, and to ensure compliance with the signage requirements.

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.
- b. Grantee withdraws from the grant program.
- c. Grantee fails to complete the funded project and/or fails to submit all documentation within the time periods specified in the Grant Agreement.
- d. 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 annually and for three (3) 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:

- a. Accurately reflects fiscal transactions, with the necessary controls and safeguards,
- b. Provides a good audit trail, especially original source documents such as purchase orders, receipts, progress payments, invoices, time cards, cancelled checks, etc., and
- c. 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 (3) years after final payment is made by the State. All project records must be retained by the Grantee at least one (1) 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**

**California Clean Water, Clean Air, Safe Neighborhood Parks,
and Coastal Protection Act of 2002 Grant
(Proposition 40)**

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
-------------	-------	-------

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

Name (type)	Title	Phone
-------------	-------	-------

Brief description of project	Latitude	Longitude
(See reverse side for instructions)		

Estimated Project Performance Period: _____

For Dev. Projects Land Tenures - Project is _____ acres: _____ Acres owed 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: _____ Date _____
 Grantee's Authorized Representative as shown in Resolution

SEE INTRUCTIONS ON THE NEXT PAGE

Latitude/Longitude (Degrees/Minutes/Seconds)

The application must include the coordinates of the general center point of your project. This information can be obtained using the Internet at www.topozone.com as follows:

- Enter the location (city/county/township, etc.) of your project and “California” under “Place Name Search” ---- *a map of the general area will be displayed.*
- Click on location (city/county/township, etc.) ---- if more than one location appears, click appropriate one.
- Put cursor on your specific project site location and click ---- *the map will zoom in on the new location moving the red target symbol to the correct location.* You can enlarge the MAP by clicking on the upper frame of the map on either 1:25,000 or 1:50,000 (1:100,000 will take you back to the initial resolution and 1:200,000 will allow you to zoom out further).
- Once you have found the location of your project, scroll down and under “*Coordinates*”, click on “*D/M/S*” (degrees, minutes, and seconds) -- the information will then be displayed at the TOP of the map.

If you have any difficulty with Topozone, or need help locating your project, you can contact the Resources Agency, CERES Program at (916) 654-9990, or e-mail Ray McDowell at ray@ceres.ca.gov.

APPENDIX B
SAMPLE GRANT AGREEMENT

State of California
The Resources Agency – GRANT AGREEMENT
California Clean Water, Clean Air, Safe Neighborhood Parks, and
Coastal Protection Act of 2002
River Parkways Grant Program (Proposition 40)

APPLICANT: _____

PROJECT TITLE: _____

AGREEMENT NUMBER: _____

PROJECT PERFORMANCE PERIOD IS

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Resources Agency pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION:

Total State Grant not to exceed \$ _____ (or project costs, whichever is less)
The Special and General Provisions attached are made a part of and incorporated into the Agreement.

STATE OF CALIFORNIA
 THE RESOURCES AGENCY

 Applicant

By _____
 Signature of Authorized Representative

By _____

Title _____

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$	AGREEMENT NUMBER			FUND	
ADJ. INCREASING ENCUMBRANCE \$	APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$	FUNCTION				
UNENCUMBERED BALANCE \$	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT/WORK PHASE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

 SIGNATURE OF ACCOUNTING OFFICER

 DATE

SAMPLE GRANT AGREEMENT

Special Provisions

1. Recipients of Grant Funding pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 shall post signs acknowledging the source of the funds pursuant to the sign guidelines issued by the Secretary of the Resources Agency. Size, location, and number of signs are subject to mutual written agreement by Grantee and the State. Signage during construction phase must be in place before Grant Funds for construction will be released.
2. The State Department of General Services shall have reviewed and approved in writing all documents pertaining to the Grantee's Acquisition of real property and easements, including any appraisals, preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance. Such review and approval by the State shall be timely and shall not be unreasonably withheld.
3. If the Grantee is a nonprofit organization and ceases to exist, all of their rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.
4. For Acquisitions, the Grantee shall record, concurrently with its close of escrow in the purchase of the Real Property, a Memorandum of Unrecorded Grant Agreement, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Grant Agreement in order to assist Grantee in acquiring the Real Property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Grant Agreement. The memorandum shall be in the form attached hereto as Exhibit B.

General Provisions

A. Definitions

1. The term "Act" means the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
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 "Agreement" means grant agreement number *(insert number here)*.
4. 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.
5. The term "Development" means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
6. The term "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
7. The term "Grantee" means an applicant who has a signed agreement for grant funds.
8. The term "Project" means the acquisition, development or other activity described on page 1 of this Agreement to be accomplished with grant funds.
9. 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 Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments 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.
2. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, 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, but in no event beyond (*insert date here*).
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 210000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and other environmental laws before any Grant Funds for Acquisition or Development are made available. Grant Funds for planning and document preparation may be available sooner if included in the grant work plan. CEQA compliance shall be completed within one (1) year from start date of the 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 safety codes, and disabled access laws. Grantee shall certify to the State prior to commencement of construction that all applicable permits have been obtained.
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 to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. 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.
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.
9. Grantee must have (1) fee title, (2) leasehold, or (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.
10. Grantee shall provide photographs of the site and the project during and after implementation of Project at the request of the State.
11. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land.

C. Project Costs

1. The Grant Funds to be provided to Grantee under this Agreement will be disbursed as follows:
 - a. If the Project includes Acquisition of real property, and is through a negotiated purchase, the State may disburse up to 90 percent (90%) of the amount of the State approved purchase price together with State approved costs of Acquisition within 60 days of close of escrow. Costs of obtaining approval of the purchase price and transaction review from the State Department of General Services are allowable costs and shall be paid out of escrow. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant, if any, shall be available on a reimbursable basis.
 - b. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter on the Grantee's letterhead, containing all of the following:
 - i. Name and address of Grantee;
 - ii. Number of Agreement;
 - iii. Dollar amount of disbursement requested;
 - iv. Name, address and telephone number of the title company of escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
 - v. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the Real Property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the Real Property; and
 - vi. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed by the escrow company.

- c. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
 - i. Complete Payment Request Form;
 - ii. Buyers closing statement;
 - iii. Copies of grant deeds;
 - iv. Policy of title insurance;
 - v. Project Completion Certification Form (if the project is complete and payment in full is requested);
 - vi. Evidence of compliance with signage requirement;
 - vii. Summary report of final total Project expenditures; and
 - viii. Memorandum of Unrecorded Grant Agreement.

All reimbursements are subject to a 10 percent (10%) withhold pending Project completion.

2. If the Project includes Development, the State may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:
 - a. On a reimbursement basis for preliminary costs or construction and development costs, ten percent (10%) of the reimbursement 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 total amount of the Grant Funds or the actual Project cost, whichever is less, on completion of the Project, receipt of a detailed summary of

Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a 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. This form must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identify charges to work plan tasks and elements. Any payment request that is submitted without the itemization will not be authorized. Copies of paid invoices or other records demonstrating proof of payment must accompany the payment request and support all charges. 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 Agreement.

- 3. Grant 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.
- 4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the State; however, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of the Grant Funds may not be increased.

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 Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
- 4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
- 5. Grantee shall use any 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 jurisdiction.
- 6. Grantee shall submit all documentation for project completion and final reimbursement within 90 days of Project completion, but no later than *(insert date here)*.
- 7. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and

reason for the request. The Grantee shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.

E. Project Termination

1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for Acquisition of the easement and/or real property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with a minimum of fifteen (15) days' written notice of such termination.
2. If the Agency terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the Agency under this Agreement. The Agency shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.
3. 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.
4. 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. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the acquisition and development of river parkways and the acquisition and restoration of Riparian habitat, Riverine aquatic habitat, and other lands in close proximity to rivers and streams and for river and stream 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 Funds 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 Funds 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.
6. Grantee and State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Agreement as determined by the State.

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 gross 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 in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents, or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

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 gross 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.

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 retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
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 shall maintain, operate and use the property funded pursuant to this Grant for a minimum of (*insert here*) years, consistent with the Land Tenure requirements included in the Application Guidelines. 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 requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
2. The real property (including any portion of it or any interest in it) may not be transferred without the approval of the State.
3. 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. This Agreement 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 this Agreement. If the use of the property is changed to a use that is not permitted by the Grant Guidelines, 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 reimbursed to the State. 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 reimbursed to the State.
4. The Grantee shall not use or allow the use of any portion of the real property as security for any debt or for mitigation without the written permission of the State.

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 Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing 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 this 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.

M. Assignment

This Agreement is not assignable by the Grantee either in whole or in part.

APPENDIX C
SAMPLE RESOLUTION

SAMPLE RESOLUTION

Resolution No: _____
RESOLUTION (GOVERNING BODY OF GRANTEE)
APPROVING THE APPLICATION FOR GRANT FUNDS FOR
THE RIVER PARKWAYS GRANT PROGRAM UNDER THE CALIFORNIA CLEAN WATER, CLEAN
AIR, SAFE NEIGHBORHOOD PARKS, AND COASTAL PROTECTION ACT OF 2002

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 Vote: Ayes: _____
 Nos: _____
 Absent: _____

Clerk/Secretary for the Governing Board

APPENDIX D
LAND TENURE REQUIREMENTS

**California Clean Water, Clean Air,
Safe Neighborhood Parks and Coastal Protection
Act of 2002
River Parkways Grant Program
Proposition 40**

Minimum Land Tenure Requirements

Applicants must provide evidence of adequate land tenure and control for all properties to be improved with grant funds. Adequate control includes, but is not limited to, ownership, long-term lease, easement, joint-powers agreement, or other long-term access and interest in the property, or a satisfactory agreement with the legal owner/administering agency.

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

The Grantee shall:

1. Maintain and operate the property funded pursuant to this grant for a period of:
 - a. At least 10 years for Grants up to \$100,000
 - b. At least 20 years for Grants up to \$1 million
 - c. 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.

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.

3. Not use or allow the use of any portion of the real property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere) without the written permission of the State.

APPENDIX E
SIGN GUIDELINES

**California Clean Water, Clean Air,
Safe Neighborhood Parks and Coastal Protection
Act of 2002
River Parkways Grant Program
Proposition 40 Resources Bond
Sign Guidelines**

Authority

Projects funded by the “California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002” must include a posted sign acknowledging the source of the funds following guidelines developed by the State of California Resources Agency.

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.

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

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

For projects funded with Proposition 40 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>(Description of Project)</p> <p>Another Project funded by the Resources Agency to Improve California River Parkways under the 2002 Resources Bond (in large font)</p> <p>(Optional Language: California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002)</p> <p>Mike Chrisman, Secretary for Resources</p> <p>ARNOLD SCHWARZENEGGER, GOVERNOR</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 must contain a universal logo (a copy is included) that is equated statewide with the Resources and Water Bonds of 2002. The logo is on a template, available through the Internet at www.resources.ca.gov/bonds_prop40.html. Your Grants Administrator can also provide the logo on disk or via email.

The universal logo must be mounted in an area to maximize visibility and durability.

The logo must be a minimum of 2'X2'. Exceptions may be approved in special cases 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 minimum of two (2) years for all projects and four (4) 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 Grants Administrator in consultation with the Grantee may authorize a sign that is appropriate to the project in question.

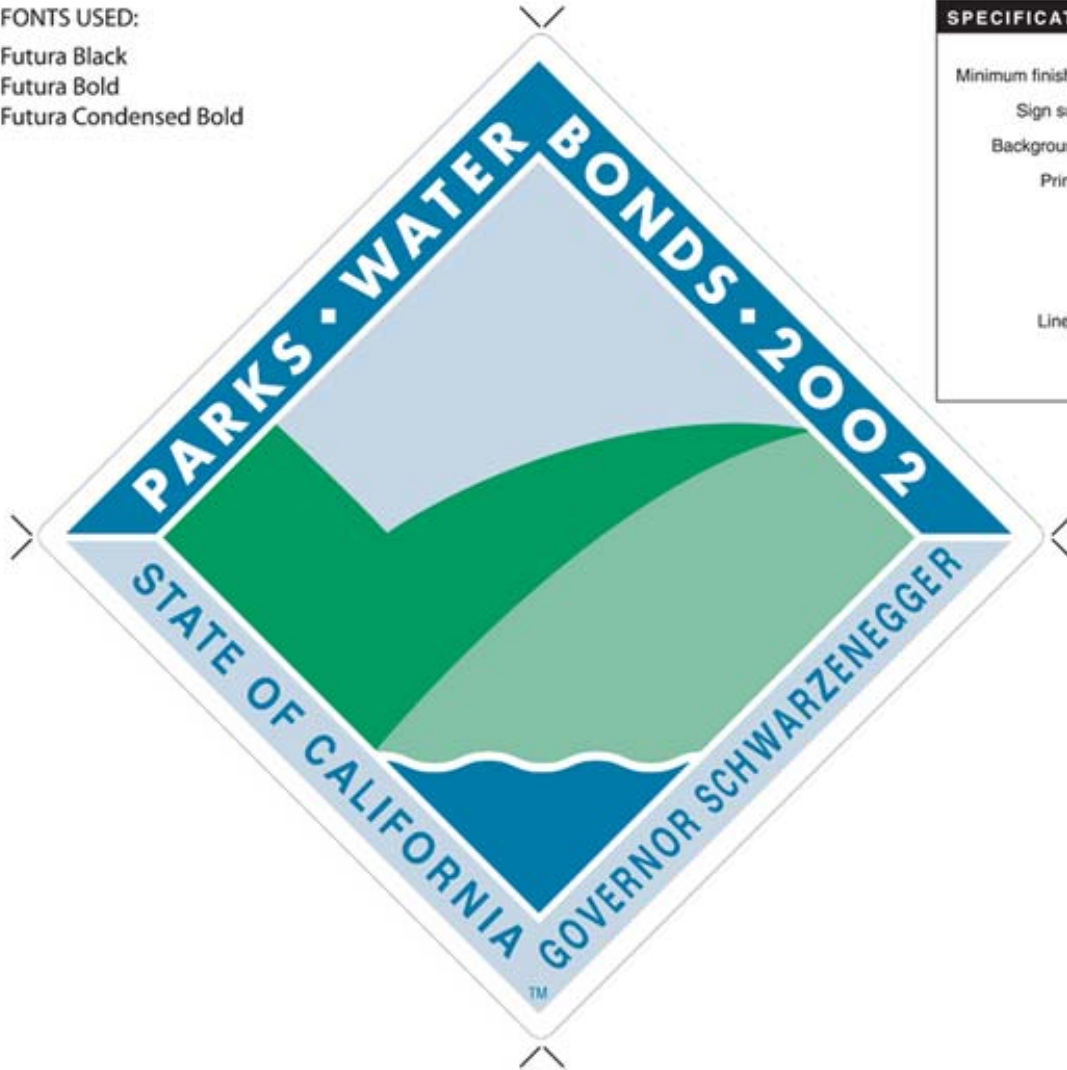
Signs on State Highways

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.

State Approval

The Grantee shall submit proposed locations, size, number of signs and language for review prior to ordering signs. Funds for development projects will not be reimbursed until signage has been approved and installed.

FONTS USED:
Futura Black
Futura Bold
Futura Condensed Bold



SPECIFICATIONS

Minimum finished size: no smaller than 24" x 24"

Sign substrate: 0.050 aluminum with rounded corners

Background color: white

Print colors: dark blue — to match Pantone 301 CVC
light blue — 20% screen of dark blue
dark green — to match Pantone 341
light green — 50% screen of dark green

Line screen: no coarser than 45 lpi

Traps: 0.10" at 100% size (already built into artwork)

APPENDIX F
PAYMENT REQUEST PACKET

State of California
The Resources Agency

PAYMENT REQUEST
CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS,
AND COASTAL PROTECTION ACT OF 2002
RIVER PARKWAYS GRANT PROGRAM (PROPOSITION 40)

1. GRANT 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

By my signature above, I certify that this payment request is for actual expenditures for materials and services directly related to the scope of this agreement.

FOR CALIFORNIA STATE RESOURCES AGENCY ONLY

PAYMENT APPROVAL SIGNATURE

DATE

RA 212 (Rev.1/02) (Front)

SEE INSTRUCTIONS ON THE NEXT PAGE

PAYMENT INSTRUCTIONS Form RA 212

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

1. GRANT 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.
 - a. Advance Payments (See detailed instructions in the Grant Guide for requesting advance payments.)
 - b. Reimbursement (See below for documentation required.)
 - c. Final (Include Project Certification Form, Project Cost Summary Form and, if applicable, the Labor Costs Summary, Equipment Cost Summary and Report of Expenditures Charged to Other Funds Forms.)
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.

Reimbursement Requests - Documentation Required - Avoid Delays in Payments

All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identify charges to work plan tasks and elements. Any payment request that is submitted without the itemization will not be authorized. Copies of paid invoices or other records demonstrating proof of payment must accompany the request and support all charges. 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 Agreement.

APPENDIX G
PROJECT COMPLETION PACKET

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 – Proposition 40 Resources Bond
River Parkways Grant Program

Project Completion Instructions

This packet will assist in the preparation of documents necessary to complete Proposition 40, Resources Bond River Parkways Program 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 (3) YEARS FOLLOWING PROJECT COMPLETION AND ONE YEAR FOLLOWING AN AUDIT. A project is considered complete upon receipt of final grant payment from the State.
5. The Grant Guide provides further information on Project administration and allowable costs.

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 – Proposition 40 Resources Bond
River Parkways Grant Program

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 – One copy of the payment request form, RA212, signed by person authorized in the application resolution.
2. Project Certification Form – Ensure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form – Use this form or equivalent for all reimbursement requests. Include check number, date, recipient, purpose (e.g., construction contract, fencing materials) and amount.

IF APPLICABLE:

4. Labor Costs Summary Form – 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 is allowed.
5. Equipment Cost Summary Form – Include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (i.e., Department of Transportation standards).
6. Report of Expenditures Charged to Other Funding Sources Form – Include check number, date of check, name of recipient, purpose and amount.

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 - Proposition 40 Resources Bond
River Parkways Grant Program

PROJECT CERTIFICATION FORM

NAME OF GRANTEE: _____ GRANT NUMBER: _____

ADDRESS: _____
-

PHONE: (____) _____ FAX: (____) _____

EMAIL: _____

Grantee Contact for Audit Purposes

NAME: _____
-

PHONE: (____) _____ FAX: (____) _____ EMAIL: _____

PROJECT DESCRIPTION – (See reverse for instructions):

LIST ALL OTHER FUNDS USED ON THIS PROJECT (sources, amounts, and dates received):

TOTAL PROJECT COSTS \$ _____

INTEREST EARNED ON ADVANCE GRANT FUNDS \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES ___ NO ___
IF NO, PLEASE EXPLAIN (not applicable for Acquisition only Projects):

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

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 - Proposition 40 Resources Bond
River Parkways Grant Program

PROJECT CERTIFICATION FORM INSTRUCTIONS

Project Description: List facilities and/or property acquired; describe enhancements made.

For Development Projects: Include a cost summary using the format shown in the Grant Guide. Provide a certification statement that “As Built” plans are available and maintained by the responsible agency.

For Acquisition Projects: Include a cost summary using the format shown in the Grant Guide and provide copies of buyer’s closing statement, grant deeds and policy of title insurance, if not previously provided.

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 - Proposition 40 Resources Bond
River Parkways Grant Program

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	\$ _____

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 - Proposition 40 Resources Bond
River Parkways Grant Program

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) \$ _____

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002 - Proposition 40 Resources Bond
River Parkways Grant Program

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) \$ _____

RESOURCES AGENCY
California Clean Water, Clean Air, Safe Neighborhood Parks, and
Coastal Protection Act of 2002 – Proposition 40 Resources Bond
River Parkways Grant Program
(To be submitted with Final Payment Request)

Grantee Name _____
Grant Number _____

Costs charged to other Funding Sources: Grantee's Own funds, State or Federal Funds, Other Grants, etc.

Check Number	Date of Check	Recipient	Purpose	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total charges to other funding Sources (include this total on the Project Certification Form)				\$ _____

APPENDIX H
FORM FOR BUDGET COST ESTIMATES
FOR DEVELOPMENT PROJECTS

**PROPOSITION 40 RESOURCES BOND - RIVER PARKWAYS GRANT PROGRAM
COST ESTIMATE FOR DEVELOPMENT PROJECTS**

Task		<u>Unit</u>	<u>Quantity</u>	<u>Total</u>	<u>Agency</u>	<u>In-Kind</u>	<u>Other</u>	
		<u>Price</u>		<u>Amount</u>	<u>Grant</u>		<u>Funding Sources</u>	
		\$		\$	\$	\$	\$	Source
1.	Preliminary Costs							
Examples:	Construction plans							
	Permits							
	Direct Project Management							
	Subtotal Task 1							
2.	Site preparation							
Examples:	Equipment rental							
	Demolition and removal							
	Grading							
	Subtotal Task 2							
3.	Materials							
Examples:	Irrigation supplies							
	Concrete							
	Native plants							
	Hand tools for revegetation							
	Subtotal Task 3							
4.	Construction							
Examples:	Install irrigation systems							
	Install walkways							
	Install vegetation							
	Subtotal Task 4							
5.	Other							
Examples:	Hazard insurance							
	Signs and interpretive aids							
	Subtotal Task 5							
6.	Contingency (maximum of 10% of grant amount)							
	Subtotal Task 6							
		GRAND TOTAL						

Task listing should be detailed and customized to fit your project proposal. Please keep the budget as straightforward as possible. The unit price times the quantity equals the Total Amount column. The Agency Grant, In-Kind and Other Funding Sources should also sum to the total amount column.

APPENDIX I

**FORM FOR BUDGET COST ESTIMATES
FOR ACQUISITION PROJECTS**

**California Clean Water, Clean Air, Safe Neighborhood Parks and
Coastal Protection Act of 2002
River Parkways Grant Program - Proposition 40 Resources Bond**

Information Form for Land Acquisitions

PROJECT TITLE:			
Parcel Number	1	2	3
Assessor's Parcel Number			
Owner's Name & Address			
Acreage			
Indicate fee or easement			
Willing Seller (Indicate with an "X") Provide documentation			
ACQUISITION BUDGET (See Instructions on reverse)			
Estimated Fair Market Value of:			
Land			
Improvements			
Relocation Costs			
Subtotal			
Preliminary Title Reports, Appraisal, Negotiations, & Escrow			
Surveying			
Subtotal			
Contingency			
Subtotal			
State approval costs of appraisal, escrow instructions, etc. (See instructions on reverse)			
Other (specify)			
Grand Total			
Amount Requested This Grant			
ACQUISITION SCHEDULE (Show dates)			
Request Appraisals			
Submit appraisal and title report for State approval			
Submit instruments of conveyance, escrow instructions and purchase agreements for State approval			
Close of escrow and complete acquisition			

Land Acquisition Instructions

Estimated Fair Market Value of Land and Improvements – under the terms of the grant program, the State must approve fair market value of the acquisition. On a separate sheet, describe existing improvements and explain proposed use of disposition.

Willing Seller – Provide evidence that landowner(s) are willing participants in any proposed real property transactions.

Relocation Costs – attach additional pages as needed. Provide a parcel-by-parcel analysis of the extent of the relocation assistance required by the State Relocation Act requirements, (Chapter 16, Section 7260, Government Code). Include at a minimum:

1. The number of persons/businesses displaced.
2. The types of displaced entities (families, small retail businesses, large wholesale or manufacturing enterprise, farms, churches, hospitals, etc.)
3. The tenure (month-to-month rent, long-term lease, or fee title) of the displaced entities.
4. Any special problems inherent in relocating the displaced entities (lack of adequate replacement housing, large inventory of merchandise to be moved, or unique quality of the enterprise difficult to duplicate at any other location).

Contingency – cannot be used to increase the fair market value appraisal.

Cost of State approval of appraisal, escrow instruction, etc. – For grant budgeting purposes, use \$6,000 per escrow.

Attach:

- 1) Annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the project. If a creek or other drainage way crosses the property, sketch its approximate location.
- 2) Written description of parcel from the recorded deed on file in Assessor's Office.
- 3) Copies of any easements, mineral rights, or other conditions that may affect the proposed parcel on file in Assessor's Office
- 4) USGS 1:24,000 scale Quad map with the parcel clearly marked on it.

APPENDIX J
PAYEE DATA RECORD
FORM 204

PAYEE DATA RECORD

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

STD. 204 (REV. 2-2000)

NOTE: Governmental entities, federal, state, and local (including 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	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)
	STREET ADDRESS	
	CITY, STATE, ZIP CODE	
	TELEPHONE NUMBER	

2	PAYEE'S BUSINESS NAME
MAILING ADDRESS (Number and Street or P. O. Box Number)	
(City, State and Zip Code)	

3 VENDOR ENTITY INFORMATION	CHECK ONE BOX ONLY <input type="checkbox"/> LEGAL CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> MEDICAL CORPORATION <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> EXEMPT CORPORATION <input type="checkbox"/> ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) -	NOTE: State and local governmental entities, including school districts are not required to submit this form. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER OWNER'S FULL NAME (Print) - - _____	

4 PAYEE RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (<i>See Reverse</i>) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO 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. (<i>See reverse</i>)
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5 CERTIFYING SIGNATURE	<i>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.</i>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (<i>Type or Print</i>)		TITLE
	SIGNATURE	DATE	TELEPHONE NUMBER

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call....1-800-822-6268

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.