

Procedural Guide for the **NON-MOTORIZED TRAILS PROGRAM**

Under the
Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection
Bond Act of 2000



June 2001

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



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Project Officers' names and geographic assignments can be found on the Department's web at <http://www.parks.ca.gov/> by following related links to Grants and 2000 Bond Act.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

Departmental Mission

The mission of the Department is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Departmental Focus

As California edges into the 21st Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California's diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies, cooperative associations, foundations, user groups, environmental organizations, and numerous other non-profits, but will also form new partnerships with a broad range of service providers to ensure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 Bond Act will revive state Stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of Stewardship and enjoyment!

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I. DEFINITIONS

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

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

“Allocation” means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

“Applicant” means an agency or organization requesting funding from a Program administered by the Department.

“Application” means the individual Application form and its required attachments for grants pursuant to the enabling legislation and/or program.

“Appropriation” means a budget authorization from a specific fund to a specific agency or Program to make expenditures or incur obligations for a specific purpose and period of time.

“Bond Act” means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

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

“Competitive” means the Allocation of monies for one or more Projects for the Development of recreational lands and facilities on a Project-by-Project basis, based upon need and other criteria, through a Competitive process.

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

“Department” means the California Department of Parks and Recreation.

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

“Director” means the Director of the California Department of Parks and Recreation.

“District” means:

- Any regional park District, regional park and open-space District, or regional open-space District formed pursuant to the Public Resources Code, Article 3 (commencing with Section 5500) of Chapter 3;
- Any recreation and park District formed pursuant to the Public Resources Code, Chapter 4 (commencing with Section 5780) or an authority formed pursuant to the Public Resources Code, Division 26 (commencing with Section 35100);
- Any District that is authorized to provide park, recreational, or open-space services, or a combination of those services, except a school District.

“Grantee” means an Applicant who has a Contract for grant funds.

“Local Agency” means any agency formed for park purposes pursuant to a joint powers agreement between two or more local entities, excluding school Districts and non-profit organizations.

“Program” means the Non-Motorized Trails Program.

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

Definitions (continued)

“Project Grant Amount” means the amount of Grant funds assigned to a specific project.

“Project Officer” means an employee of the Department, who acts as a liaison with Grantees and administers Bond Act grants.

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

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

“Stewardship” means the Development and implementation of Projects for the protection, preservation, rehabilitation, restoration, and improvement of natural systems and outstanding features of historical and cultural resources.

“Tenure” means the Applicant owns the land or has another long-term agreement with the land owner. (See Appendix F, page 51).

“Trailhead and Trailside Facilities” include, but are not limited to parking, utilities, restrooms, bridges, draining structures, fencing and interpretive signs.

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.308 (e) and (j)(1), 5096.310 (l), 5096.337 (a) and (c), [Public Resources Code](#).

II. NON-MOTORIZED TRAILS PROGRAM DESCRIPTION

2000 Bond Act Intent

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

Non-Motorized Trails Program Intent

The Program funds are appropriated for the development, improvement, rehabilitation, restoration, and enhancement of non-motorized trails, and interpretive facilities for non-motorized trails, to increase public access to, and enjoyment of, public areas for increased recreational opportunities.

Amount of Funds Available

\$1.74 million is available statewide through a Competitive grant Program. There are no matching requirements.

Eligible Applicants

The following entities are eligible to apply for Non-Motorized Trails Program funds:

- Cities
- Counties
- Districts
- Local Agencies formed for park purposes
- Federally recognized California Indian Tribes

Eligible Projects

The following types of Trail Projects are eligible:

- Development
- Improvement
- Rehabilitation
- Restoration
- Enhancement
- Interpretive facilities

Project Examples

Project examples may include, but are not limited to, the following (these examples are not listed in priority order):

- Development of trails, trailhead or trailside facilities that:
 - Meets an identifiable recreational need
 - Provides recreational opportunities not currently available

Project Examples (continued)

- Rehabilitation, improvement, enhancement, or restoration of trails, trailhead or trailside facilities that:
 - Is no longer fully serviceable (i.e., inoperative, unsafe, limited use)
 - When rehabilitated, will provide expanded or additional recreational opportunities
- Improvements to trails, trailhead or trailside facilities that will provide expanded use by persons with disabilities or other groups
- Rehabilitation, improvement, enhancement, or restoration of trailhead or trailside interpretive facilities

Ineligible Projects

The following Projects are ineligible for funding:

- Master Planning for trails Development
- Highway beautification and parking for other than trail purposes
- Operations and maintenance
- Acquisition of land

State Administrative Costs

The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.310 (I), 5096.337 (a), 5096.358, [Public Resources Code](#).

III. IMPORTANT POINTS

- Grant funds are not available for expenditure until they are appropriated in the state budget and there is a fully executed Contract between the Department and the Grantee.
- The Grantee may spend up to 25% of the Project Grant Amount for non-construction costs, including grants administration, plans, permits, specifications, and CEQA compliance.
- At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. If the Applicant has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the project due to issues related to the CEQA process, costs incurred by the Applicant directly related to the CEQA process can be applied to the non-construction costs limit.

IMPORTANT POINTS (CONTINUED)

- Prior to commencement of construction, the Applicant must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
- Grantees must have a fully executed Contract with the Department within three years from the Appropriations date (June 30, 2003).
- The Grantee should complete all funded Projects and submit final documentation by March 1, 2008, to process the final payment. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
- The Applicant must own the land or hold a lease or other long-term interest in the land that is satisfactory to the Department. If a grant Applicant does not have fee title to the lands, the Applicant shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Applicant (See Appendix F, page 51).
- The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract 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.
- The Grantee shall comply with all applicable 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.
- Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds (See Appendix G, page 55).

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.301, 5096.307 (a) and (b), 5096.309, 5096.341 (a), (d)(1) and (2), 5096.342(b), 5096.343(a), [Public Resources Code](#).

IV. GRANT PROCESS

Following is the Non-Motorized Trails Program process:

1. The Applicant determines the amount of funds needed for the Project.
2. The Applicant prepares and submits a Grant Application package to the Department, including the authorizing resolution, by the Application deadline (October 1, 2001).
3. The Department evaluates all applications based on eligibility and ranking criteria.
4. The Department selects the Projects for funding.
5. The Department informs the Applicants of approval/disapproval.
6. The Applicant receives instructions to initiate the grant award process from the Department.
7. The Department sends the Contract to the successful Grantee.
8. The Grantee returns a signed copy of the Contract to the Department.
9. The Department returns a fully executed Contract to the Grantee.
10. The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as plans, permits, specifications, and CEQA compliance.
11. Once CEQA has been completed, the Grantee commences work on the project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction Contract is awarded, and issued a Notice to Proceed.
12. The Grantee posts 2000 Bond Act signs, as required, acknowledging the source of funds.
13. The Grantee completes the Project and submits the Project completion package.
14. The Department Project Officer makes final on-site project inspection.
15. The Department processes the final payment.
16. The Department may perform an audit of the completed Project.

V. PROJECT APPLICATION AND SELECTION PROCESS

Grant Application Package

The Grant Application package shall consist of one each of the following items. Project proposals for multiple sites are not eligible.

- Project Application Form, including a certification that the Project is consistent with the park and recreation element of the city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need. The Project Application Form must be signed by the Applicant's authorized representative and the representative from the Applicant's planning agency.
- Authorizing resolution from the Applicant's governing body
- Project Proposal Narrative

Grant Application Package (continued)

- At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. Prior to commencement of construction, the Applicant must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- Evidence of adequate land tenure (lease, joint powers agreement, etc.)
- Site plan including a map of the overall area showing the location of the trail, access details, water, power, and sanitation, as appropriate
- Cost estimate
- Source of additional funds
- Required Permits – examples include:
 - State Lands Commission
 - San Francisco Bay Conservation and Development Commission (BCDC)
 - Regional Coastal Zone Protection Commission
 - Corps of Engineers
 - All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof
- Photos of the project site (optional)

Project Proposal Narrative

A project proposal narrative shall be submitted as a part of the Grant Application Package. The information provided in the project proposal narrative will permit the Department to evaluate competing Projects.

The Department strongly encourages the Applicant to limit the narrative to no more than 10 single-sided pages in length, double-spaced, with 12-point font, including a one-page summary, which briefly outlines the project and its intended goals.

The narrative shall respond to each of the following major headings. Please cite studies, reports, or other data that supports the proposed Project:

1. Need for Project
2. Access
3. Organizational Capability
4. Project Readiness

Evaluation and Scoring Criteria

Projects will be scored based on the following criteria:

1. Need for Project

35 Points

- Describe the deficiency of similar recreational opportunities in the Project area
- Describe who will be served by this project and its estimated use
- Describe how the project will contribute to the public's ability to experience any additional points of interest (historic, cultural, geographic, or scenic)
- Describe how the Project enhances the possibility for diversified and/or multi-use trail corridor sharing
- Describe how the Project provides additional benefits, such as minimizing the impacts of current trail use on the environment

2. Access

30 Points

- Describe the available access to the Project site (public transportation, persons with disabilities, bicycle lanes, staging areas, etc.)
- Describe how the Project will improve access to public areas by the use of trails
- Describe the degree to which the Project provides trail linkages near homes, workplaces, park and recreation areas, and other public open spaces

3. Organizational Ability

20 Points

- Describe the Applicant's organizational structure and provide an organizational chart with the Project staff positions highlighted
- Describe the Applicant's experience in operating this type of Project or other similar Project
- Describe the Applicant's plan to maintain the Project
- Describe any partnerships with non-profit groups, public or governmental agencies

4. Project Readiness

15 Points

- Discuss the Applicant's readiness to begin the Project
- Provide a projected time line for the Project, including a Project completion date
- Describe any additional support for the Project (outside funding, donated materials, volunteer labor, trail patrols)

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341 (a), [Public Resources Code](#).

VI. ADMINISTRATION PROCESS

Changes to Project Scope

The Department will not approve changes in the Project Scope unless the scope meets the exact need cited in the original Application.

Project Withdrawals

The Grantee may withdraw a Project. The Grantee shall notify the Department in writing of a Project withdrawal. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the Project Grant Amount.

Eligible Costs

Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

COST	EXPLANATION	EXAMPLES
Non-construction Costs	<ul style="list-style-type: none"> Costs incurred after a Contract has been fully executed, including planning and negotiations Expenditure subject to 25% non-construction costs maximum 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's prevailing wage or salary scales Must be computed on actual time spent on Project Must not exceed the Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another section/department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the project Consultants must be paid in compliance with the Grantee's customary method and rate No consultant fee shall be paid to the Grantee's own employees without prior approval 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project.
Construction	<ul style="list-style-type: none"> All necessary construction activities 	<ul style="list-style-type: none"> Facility Development Inspection and construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage Equipment use charges must be made in accordance with Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility and/or site 	<ul style="list-style-type: none"> Hitching posts Fixed bicycle racks Fixed resting areas/benches Signs/Interpretive aids
Construction Supplies/Materials	<ul style="list-style-type: none"> May be purchased for the specific Project, or may be drawn from central stock, if claimed costs are no higher than those the Grantee would pay Costs may be capitalized according to the Grantee's policy The Grantee may only claim those costs reasonably attributable to the project 	<ul style="list-style-type: none"> Materials such as concrete, wood, nails, etc.
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of person/business Must comply with State Relocation Act requirements (Chapter 16, Section 7260, Government Code) 	See Chapter 16, Section 7260, Government Code
Miscellaneous	<ul style="list-style-type: none"> Other project-related costs 	<ul style="list-style-type: none"> Communications expenses Insurance

Payment Process

The following table illustrates the grant fund payment process for Development Projects:

DEVELOPMENT PROJECT
<ul style="list-style-type: none">• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as plans, specifications, CEQA compliance.• Once CEQA has been completed, the Grantee commences work on the project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction Contract is awarded, and issued a Notice to Proceed.• After completion of the Project, the Grantee submits support materials and requests final payment.

Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix D, page 35)

All figures should be rounded to the nearest dollar. Grantees should allow four to six weeks to receive payment after submitting a completed payment request to the Department.

Interest Earned From An Advance

Any interest earned from an advance shall be returned to the Department unless the interest is used for Project costs.

Loss of Funding

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

- A Grantee fails to obtain a Contract within three years of Appropriation of program funds (June 30, 2003)
- A Grantee withdraws from the grant program
- A Grantee fails to complete the Project and/or fails to submit all documentation within eight years from the date of Appropriation of program funds (March 1, 2008)

Site Visits

The Grantee shall permit periodic on-site visits, including a final inspection of project lands and/or facilities developed utilizing 2000 Bond Act funds to determine if the work performed is in accordance with the approved Project Scope.

Public Access

The Grantee shall provide for public access to the project lands and/or facilities, in accordance with the intent and provisions of the enabling legislation and/or Program.

Project Completion

Upon Project completion, the Grantee submits the final payment request, final Project costs, and Project Certification Form, which are included in the Project Completion Package (See Appendix E, page 38).

Note: Authority Cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341(d) (1), [Public Resources Code](#).

VII. STATE AUDIT

Audit Purpose

Projects are subject to audit by the Department for three years following the final payment of grant funds. 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 warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

Accounting Requirements

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

Records Retention

All Project records must be retained for at least one year following an audit.

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341 (a), [Public Resources Code](#)

VIII. APPENDICES

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APPENDIX A – Project Application Form

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State of California – The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
**SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR AND COASTAL PROTECTION
 BOND ACT OF 2000 PROGRAM**

NON-MOTORIZED TRAILS PROGRAM PROJECT APPLICATION

This Form and Required Attachments Must Be Submitted for Each Project Site

PROJECT NAME	AMOUNT OF GRANT REQUESTED	
	\$	
	Estimated TOTAL PROJECT COST <i>(State Grant and other funds)</i>	
	\$	
Grant Applicant <i>(Agency and Address)</i>	COUNTY	NEAREST CITY
	PROJECT ADDRESS	
	NEAREST CROSS STREET	
	SENATE DISTRICT NO.	ASSEMBLY DISTRICT NO.

Grant Applicant's Representative Authorized in Resolution

Name	Title	Phone
------	-------	-------

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

Name	Title	Phone
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Brief description of project

For Development Projects Land Tenure – Project is: _____ acres

_____ Acres owned in fee simple by Grant Applicant

_____ Acres available under a _____ year lease

_____ Acres other interest *(explain)* _____

I certify that the information contained in this project application form and application requirements is accurate.

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

I certify that this Project is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or appropriate planning documents, as the case may be, and will satisfy a high priority need.

 Grant Applicant's Authorized Planning Agency Representative _____ Date

APPLICATION REQUIREMENTS

All State requirements must be met and a fully executed Contract signed before any funds will be disbursed. An audit may be performed before or after final payment.

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

1. Application Form
2. Authorizing Resolution from the Applicant's governing body
3. Project Proposal Narrative
4. At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. Prior to commencement of construction, the Applicant must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
5. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the project
6. Evidence of adequate land tenure (lease, joint powers agreement, etc.)
7. Site plan
8. Cost Estimate
9. Source of Additional Funds
10. Required Permits or comments as applicable to the Project. Examples include:
 - State Lands Commission
 - San Francisco Bay Conservation and Development Commission (BCDC)
 - Regional Coastal Zone Protection Commission
 - Corps of Engineers
11. All leases, agreements, etc., affecting project lands or the operation and maintenance thereof
12. Photos of project site (optional)

DPR 632 (Back)

APPENDIX B – Sample Resolution

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SAMPLE RESOLUTION

Resolution No: _____

RESOLUTION OF THE

(Title of Governing Body, City Council, Board of Supervisors)

APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE NON-MOTORIZED TRAILS PROGRAM UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND COASTAL PROTECTION BOND ACT OF 2000

For

(Project)

WHEREAS, the people of the State of California have enacted the **NON-MOTORIZED TRAILS PROGRAM**, which provides funds to the State of California for grants to local agencies and federally recognized California Indian tribes to increase public enjoyment of trails and access to public areas by the use of trails, and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the program and the grant project shown above within the State, setting up necessary procedures, and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Applicant’s Governing Body to certify by resolution the approval of the Application before submission of said Application to the State, and

WHEREAS, the Applicant will enter into a Contract with the State of California for the Project;

NOW, THEREFORE, BE IT RESOLVED that the _____
(Applicant’s Governing Body)

1. Approves the filing of an application for local assistance funds from the **Non-Motorized Trails Program** under the **Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000**; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and

4. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

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

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

Ayes

Noes

Absent

(Clerk)

APPENDIX C – Grant Contract

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State of California – The Resources Agency
 Department of Parks and Recreation
GRANT CONTRACT
Non-Motorized Trails Grant Program

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

PROJECT PERFORMANCE PERIOD is from _____ through _____

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Non-Motorized Trails Grant Program in the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, agrees to fund the Project up to the total Project Grant Amount indicated.

PROJECT DESCRIPTION:

Total Project Grant Amount not to exceed \$ _____

 Grantee
 By _____
 Signature of Authorized Representative

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

Title _____

Date _____

By _____

Title _____

Date _____

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND
 RECREATION

By _____

Date _____

CERTIFICATE OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NO.			
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA	OBJ. EXPEND	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

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Grant Contract
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Project" as used herein means the Project described on page 1 of this Contract.
6. The term "State" as used herein means the State of California Department of Parks and Recreation.

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 Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.)
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.

6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. Changes in the Project Scope must be approved in writing by the State and must meet the exact need described in the original Project Application.
7. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or Program.
8. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the 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. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds 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. The Grantee shall use the property only 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 with 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.
11. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

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

1. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total Project Grant Amount set forth of page 1 of this Contract:
 - a. Up to a ten percent advance of the total Project Grant Amount.
 - b. On proof of award of a construction Contract or commencement of construction by force account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
 - c. Remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these 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. The Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

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

G. Financial Records

1. The 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. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

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

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

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the 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 developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by 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, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

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

APPENDIX D – Payment Request

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

PAYMENT REQUEST
State Grant Programs

This form is out-of-date. Please use the revised copy of this form by following the link below:

http://www.parks.ca.gov/pages/1008/files/payment_request.xls

1. PAYMENT INFORMATION

(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

- a. Project Amount \$ _____
- b. Funds Received to Date \$ _____
- c. Available (a. minus b.) \$ _____
- d. Amount of This Request \$
- e. Remaining Funds After This Payment (c. minus d.) \$ _____

2. SEND WARRANT TO:

GRANTEE NAME _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

ATTENTION _____

3. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
---	-------	------

FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE	DATE
----------------------------	------

DPR 212 (Rev.5/01) (Front)

PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

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

DPR 212 (Rev.5/01) (Back)

APPENDIX E – Project Completion Package

PROJECT COMPLETION PACKAGE STATE PARK GRANT PROGRAMS

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. **READ ALL FORMS.** Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant Programs. Make copies of the forms as needed.
3. **FORMS:** The forms 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 AND AT LEAST ONE YEAR FOLLOWING AN AUDIT.** A Project is considered complete upon receipt of final grant payment from the State.

PROJECT COMPLETION PACKAGE 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, DPR 212, signed by authorized representative.
2. Project Certification Form – Insure 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 final payment requests and reimbursement requests to summarize all Project costs. Include warrant 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 (e.g., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits; no overhead.
5. Equipment Cost Summary Form – Include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (e.g., Department of Transportation standards).

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PROJECT CERTIFICATION FORM

This form is out-of-date. Please use the revised copy of this form by following the link below:

http://www.parks.ca.gov/pages/1008/files/project_cert_form.pdf

ADDRESS: _____

PHONE: (_____) _____

PROJECT DESCRIPTION – List facilities developed:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES _____ NO _____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

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

Grantee Fiscal Representative, Title

Date

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LABOR COSTS SUMMARY FORM

Project Number _____

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

Subtotal \$ _____

(Carry Total forward to Project Costs Summary Form)

Total \$ _____

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EQUIPMENT COSTS SUMMARY FORM

Project Number _____

Type of Equipment	Dates Work Performed	Amount
--------------------------	-----------------------------	---------------

Subtotal \$ _____

(Carry Total forward to Project Costs Summary Form)

Total \$ _____

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APPENDIX F – Land Tenure Scale

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Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 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 Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project (see time scale below). With the approval of the Department, 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 can not be revocable at will by the lessor.
- (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.

TIME SCALE

The Department requires that the Grantee agree to use the property for public recreation use according to the time scale given below:

- Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation
- Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.342(b), 5096.343, [Public Resources Code](#)

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APPENDIX G – Sign Guidelines

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SIGN GUIDELINES

Authority

All Projects funded by the “The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” ([2000 Bond Act](#)) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

Purpose

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

Types of Signs

1. Signs posted during construction (required for specific situations)

For Projects funded with 2000 Bond Act 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 feet x 8 feet

2. 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).

Language for Sign

All signs will contain the minimum language below:

(Description of Project)

Another Project to Improve California Parks (*optional: coast, trails, urban parks, etc*) **funded by the 2000 Parks Bond Act**
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

Rusty Areias, Director, California Department of Park and Recreation

Mary Nichols, Secretary for Resources

Gray Davis, Governor

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 below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project officer 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, historical sites 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:

The goal is to have Project signs in place for a lengthy period of time, preferably 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 refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant 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. 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 to resolve any sign issues.

Following is the logo:



Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.309, [Public Resources Code](#).