Procedural Guide
for the federal

RECREATIONAL TRAILS PROGRAM

FINAL
June 4, 2007

Department of Transportation
Federal Highway Administration
California Division

"Enhancing Mobility Through Innovation, Leadership, and Public Service."

State of California
The Resources Agency
Department of Parks and Recreation

"Creating Community through People, Parks, and Programs"

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Department Mission

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

Recreational Trails Program (RTP) Grant Administration

The RTP is a state-administered local assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). Within the State of California, the Department of Parks and Recreation is authorized to administer the program. Non-motorized RTP Projects are administered by the Office of Grants and Local Services (OGALS). Motorized Projects are administered by the Off-Highway Motor Vehicle Recreation Division (OHMVR).

For *Non-Motorized* Projects, send Applications and correspondence to:

(Physical Address)
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

(Mailing Address)
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423 Fax: (916) 653-6511

For *Motorized* Projects, send Applications and correspondence to:

(Physical Address)
Calif. Dept. of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division
1725 23rd Street, Suite 200
Sacramento, CA 95816-7100

(Mailing Address)
Calif. Dept. of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 324-1573 Fax: (916) 324-1610

Website: www.parks.ca.gov

Click on "Grants & Bond Acts" and
follow the links to the Recreational Trails Program.

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I. RECREATIONAL TRAILS PROGRAM (RTP) DESCRIPTION

Purpose and Funding

The Recreational Trails Program (RTP) provides funds to the States to develop and maintain Recreational Trails and trail-related facilities for both non-motorized and motorized Recreational Trail uses. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) defines the program at the federal level. [See Title 23, United States Code, Section 206.] [For RTP apportionments, see Title 23, United States Code, Section 104(h).] State law further defines the program. [See California Public Resources Code 5072.8.]

In 2005, Congress reauthorized the RTP nationwide for $60 million in Federal Fiscal Year (FFY) 2005, $70 million in FFY 2006, $75 million in FFY 2007, $80 million in FFY 2008, and $85 million in FFY 2009. [For total national funding, see Public Law 109-59, Section 1101(a)(8).]

Seventy percent (70%) of the funds received by California will be available for non-motorized Projects on a Competitive basis to cities, counties, Districts, state agencies, federal agencies and nonprofit organizations with management responsibilities over public lands.

- At least one-half of the funds for non-motorized trails will be available only to cities, counties, Districts and nonprofit organizations with management responsibilities over public lands.

Thirty percent (30%) of the funds will be available for motorized Projects on a Competitive basis to cities, counties, Districts, state agencies, federal agencies and nonprofit organizations with management responsibilities over public lands.

Not less than 40 percent (40%) of the total funds received by the State will be allocated to trail Projects that provide for Diversified Trail Use. The Department will be responsible for compliance with this requirement.

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:

AASHTO – American Association of State Highway and Transportation Officials.

Acquisition – to obtain fee title of real property, or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the Project. Leases or rentals do not constitute Acquisition.

Advance – payment made to the Grantee prior to the Grantee paying for the activities for which the payment is made.

Applicant – eligible entities as defined by the Recreational Trails Program.

Application – the individual Application form and its required attachments for Grants pursuant to the Recreational Trails Program.

Authorized Representative – the designated position identified in the resolution (or in a letter [for state and federal agency Applicants]) as the agent to sign all required Grant documents including, but not limited to the Grant Contract, the Application form, payment requests, and Grant Completion Packet forms.

California Conservation Corps – the California Conservation Corps (CCC). A State program (Public Resources Code Section 14000) that hires 18-25 year-olds to assist various agencies in environmental natural resource projects while also providing participants with on-the-job training and educational opportunities (www.ccc.ca.gov).

Capital Improvement – Projects that utilize Grant funds and required Match for Acquisition or Development of land and/or facilities to improve the property's public usage and access for park and recreation purposes.

Certified Conservation Corps – nonprofit organizations that are certified by the CCC as entities that provide environmental natural resource projects while also providing participants (not less than 16 years old) with educational opportunities

CEQA – the California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and Historical Resources that may occur as a result of the agency's proposed Project. For more information refer to http://ceres.ca.gov/ceqa/.

Competitive – a process whereby Projects are ranked and selected based upon program specific criteria.

Contract – an agreement between the Department and the Grantee specifying the payment of funds by the Department for the performance of the Grant Scope within the Contract Performance Period by the Grantee.

Contract Performance Period – the period of time that the Grant Scope Eligible Costs may be incurred, and the work described in the Grant Scope must be completed, billed and paid by the state. The Contract Performance Period begins when the Contract is approved by the Federal Highway Administration and ends on the date specified in the Contract.

Control Point – origin and destination locations on a trail and all minor and major opportunities and constraints on a proposed trail alignment which must be considered in aligning the trail. Such points could include opportunities such as scenic vistas and points of interest, and constraints such as sensitive habitat, unstable land forms, streams and bluffs.

Department – the California Department of Parks and Recreation. Also known as DPR.

Development – including, but not limited to, improvement, Rehabilitation, restoration, construction, reconstruction, enhancement, and/or protection of permanent or fixed features of the property.

Director – the Director of the California Department of Parks and Recreation.

District – means any District formed under the laws of the State of California that is authorized by statute or otherwise to manage and/or operate recreational and interpretive trails.

Diversified Use – the greatest number of compatible recreational purposes that may occur on the same trail or trail corridor at the same time. These activities may include bicycling, cross-country skiing, day hiking, equestrian activities, jogging or similar physical activities, trail biking, overnight and long-distance backpacking, snowmobiling, aquatic or water activity, and vehicle travel by motorcycle, four-wheel drive, or all-terrain off-road vehicles; or provide for innovative Recreational Trail corridor sharing to accommodate both motorized and non-motorized Recreational Trail use.

DPR – the California Department of Parks and Recreation. Also referred to in this guide as the "Department".

Eligible Costs – allowable expenses incurred by the Grantee during the Contract Performance Period of an approved Contract.

Federal Access Board – the United States Access Board. The federal agency committed to accessible design and instrumental in developing accessibility guidelines.

Federal Land Manager – with respect to any federal lands, the secretary of the department, or the head of any other agency or instrumentality of the United States, having primary land management authority over such lands, or the official designee.

Fidelity Bond – an insurance policy that protects the nonprofit Grantee and the State in case of intentional loss of money or property due to employee theft, forgery, larceny, or embezzlement.

FHWA – the Federal Highway Administration, United States Department of Transportation. The RTP is a state-administered local assistance program of the FHWA.

Force Account Labor – a Grantee's own labor force and/or equipment.

Grant – funds made available to a Grantee for Eligible Costs during a Contract Performance Period.

Grantee – an entity that has a Contract for Grant funds.

Grant Completion Packet – the Project Certification Form, Grant Expenditure Form, the Force Labor Cost Summary Form, and Payment Request Form which demonstrate that the work described in the Grant Scope is complete, and that the final payment is requested.

Grant Scope – the description of the results from this Grant.

Historical Resource - includes, but is not limited to, any building, structure, site, area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

Indirect Costs – charges billed as a percentage of Project costs. Such costs are <u>not</u> eligible as Match or for reimbursement.

In-Kind – those funds and/or donations that are utilized on the Project, and which may include local or private funds, as well as materials and services. These funds and/or donations shall be eligible only as Match.

Maintenance – work within the existing trail alignment including activities such as clearing and brushing, slough and berm removal, water bar installation or cleaning, seal coating of paved trails, resealing treated aggregate, painting and similar items. Maintenance is eligible for funding for motorized Projects only.

Manual Wheelchair – a device that is propelled by human power, designed for and used by a person with mobility impairment(s).

Match – contributions to the Project which may be monetary from any source, including funds from other federal and state local assistance programs; gifts of real property, equipment, and consumable supplies; volunteer services; free or reduced-cost use of land, or equipment; and bequests and income from wills, estates, and trusts. Required Match is subject to the same spending requirements as the Grant unless otherwise specified. RTP Grant funds can not be considered as Match.

Motorized Recreation – off-road trail recreation using any motorized vehicle, except for a Motorized Wheelchair. Activities include all-terrain vehicle riding, motorcycling, snowmobiling, use of off-road light trucks or other off-road motorized vehicles.

Motorized Wheelchair – a self-propelled wheeled device, designed solely for and used by a person with mobility impairment(s) for locomotion, that is both capable of and suitable for use in indoor Pedestrian areas.

NEPA – the National Environmental Policy Act of 1969 which was enacted, in part, to promote efforts which will prevent or eliminate damage to the environment and biosphere. RTP Applicants must meet NEPA requirements for their Projects prior to receiving Grant funds.

OGALS – the Department's Office of Grants and Local Services.

OHMVR – the Department's Off-Highway Motor Vehicle Recreation Division.

Pedestrian – any person traveling by foot, and any person with mobility impairment(s) using a Manual Wheelchair or a Motorized Wheelchair.

Progress Status Report – a document issued by the Department that requires the Grantee to provide an update of Grant Scope expenditures incurred and activities undertaken during the Contract Performance Period.

Project – the work to be accomplished with Grant funds and required Match. (See Eligible Projects on page 13).

Project Officer – an employee of the Department, who acts as a liaison with the Applicants or Grantees and administers Grant funds, ensures compliance with guidelines and the Grant Contract.

Reconnaissance Notes – notes which reflect the evaluation or recordation of the trail alignment (or Trailside and/or Trailhead Facilities) to be developed or rehabilitated. The notes should provide a sequential list or description of key trail data points (as applicable to the Project) such as bridge locations and dimensions (length, height, width), tree locations, drainages, trail start, trail end, trail surface and general grades.

Recreational Trail – a thoroughfare or track across land or snow, used for recreational purposes, such as Pedestrian activities (including assistive mobility devices), skating or skateboarding, equestrian activities (including carriage driving), skiing, bicycling or motorized use described in the definition of Motorized Recreation.

Rehabilitation – work of a more significant nature than Maintenance. Activity generally involves work outside of the existing trail alignment, including at least some realignment, so that the new trail will be of a sustainable nature at the time of Project completion. Rehabilitation also includes reconturing and obliterating portions of the old trail which will no longer be used. Rehabilitation is an eligible Development cost.

RTP – Recreational Trails Program.

Service Corps – the federal AmeriCorps, national service program. Administered by the California Service Corps, service corps provide environmental and educational services (not less than 16 years old).

SHPO – State Historic Preservation Office. The entity responsible for reviewing and approving an Applicant's Project to ensure compliance with the Historic Preservation Act requirement (also known as Section 106).

STIP – Statewide Transportation Improvement Program, a compilation of the Metropolitan Planning Organization TIPs plus a rural TIP that is developed by the California Department of Transportation for the rural portions of the State. Like the TIPs, the STIP must be financially constrained and the projects it contains must be consistent with the statewide and metropolitan plans, TIPs and processes.

TIP – Transportation Improvement Program, a financially constrained, short-range document that contains a priority list of projects to be carried out within a metropolitan planning area. Projects in the TIP must consistent with the metropolitan transportation plan. All federally funded projects within metropolitan planning areas must be part of a TIP to be implemented. In metropolitan planning areas, TIPs are developed and adopted by metropolitan planning organizations.

Total Project Cost – the amount of the required Match combined with the Grant request amount that is designated for the completion of a Project.

Trail Log/Inventory – a sequential listing of key trail data points and their location from the beginning to the end of the proposed or existing trail. The log should include notes indicating what the data points represent. Data points would include trail start and end points, all Control Points, stream/drainage crossings, areas needing reconstruction, Rehabilitation or realignment and all features requiring special construction techniques (such as retaining walls, causeways, addition of hardening agents, heavy brush or downfall, or other structures).

Trailside and Trailhead Facilities – Projects which provide trail components or associated facilities which serve the purpose and safe use of the recreational trail such as parking, restrooms, water, drainage, crossings, shelters and trail signs. Facilities supporting non-trail use will not be eligible except that a shared use facility could be funded proportionally to the extent it will be used by trail users.

UASFLA – Uniform Appraisal Standards for federal land Acquisitions.

Applications

Applicants may apply for more than one Project. Each site shall be considered a Project. Each Project must have its own Application. There may be some cases where a Project may include segments of the same trail where the work sites may be separated as part of a phasing of the trail construction. In these cases, the Applicant should contact their Project Officer to ascertain whether the construction work should be considered as one or more Projects for Application purposes.

Eligible Applicants

Cities, counties, Districts, state agencies, federal agencies, and nonprofit organizations with management responsibilities over public lands are eligible.

- A nonprofit organization is deemed to have management responsibilities over public lands when a written agreement exists between the nonprofit organization and a public land management agency that identifies the nonprofit organization's responsibilities over public lands to include planning, Development or construction, Acquisition, operations, or Maintenance of trails or trails related facilities.
- Public lands may be in either public or private ownership. For the purposes of the RTP, private lands will be considered as public lands provided that the Applicant has land tenure and there is reasonable public access. Reasonable public access must be assured to in writing by the Applicant and be approved by DPR. See also "Projects on Private Land" and "Land Tenure Requirements" below.

Projects on Private Land

For Projects on private land, there must be a written legal easement or other written legally binding agreement that ensures public access to the Project. There must be an easement filed of record, which specifies the term of the land tenure agreement. See "Land Tenure Requirements" below.

Land Tenure Requirements

For Development Projects, Applicants must certify to the Department that they have adequate tenure to, and site control of, properties to be improved.

Adequate land tenure includes, but is not limited to:

- Ownership
- Lease
- Easement
- Or similar agreements where the Applicant has adequate site control

Adequate site control is the power or authority to:

- Manage, direct, superintend, restrict, regulate, govern, administer, or oversee a plot of ground suitable or set apart for some specific recreational use.

For property owned in fee title, Applicants can include the recordation number(s) on the Application form or on a separate sheet attached to the Application form. Recordation numbers are found on the deed or may be obtained through the applicable county recorder's office.

For property not owned in fee title, tenure must include a level of site control commensurate with the Development proposed in the Grant Scope section of the Application Form.

For property not owned in fee title, the Department requires that the Grantee enter into an agreement for the length of time listed below. All less than fee title agreements must have a renewal clause. A lease or other agreement can be revocable only by mutual consent or for cause where the lessee fails to comply with the agreement.

- All Grants greater than $100,000 require at least 20 years of land tenure and public recreation operation.

- All Grants up to and including $100,000 require at least 10 years of land tenure and public recreation operation.

Note: The term of the land tenure agreement begins on the Application due date, or when the final agreement is executed, whichever is more recent.

If the Project is selected for funding, the Grantee shall:

- Use the property only for purposes consistent with the law that allows the Grant and to make no other use, sale, or other disposition of the property, except as authorized pursuant to Public Resources Code 5072.8 (d).

Land Tenure Requirements – Alternate Process

When an Applicant does not have tenure at the time of Application, but intends to establish tenure via a lease that will be signed upon Grant award, the Applicant may choose to follow the alternate land tenure process by:

- Submitting a copy of the proposed lease or other agreement, as well as letters from the Applicant and the prospective landlord in which each commits to sign the proposed lease should the Application be successful. The proposed lease must meet the land tenure requirements listed previously and be reviewed and approved by the Department.

- Once the Department has recommended the Project and the FHWA has approved funding, the Applicant must submit a fully-executed lease which meets the land tenure requirements prior to Contract execution.

<u>If the property is not owned in fee title, and the Applicant does not have an agreement for land tenure for the length of time listed above, alternate land tenure arrangements will be considered when the following conditions A **and** B are met:</u>

A. <u>The landlord provides a letter which;</u>
   a. <u>Explains the landlord's policy prohibiting long term land tenure agreements,</u>
   b. <u>Describes the long standing use of the property by the Applicant, and,</u>
   c. <u>States a clear commitment to continue to renew the lease in incremental periods to satisfy the 10 to 20 year land tenure requirement with the applicant absent any unforeseen circumstances.</u>

B. <u>The eligible applicant provides a letter from its authorized representative which;</u>
   a. <u>Agrees to renew the lease with the landlord in incremental periods to satisfy the 10 to 20 year land tenure requirement.</u>

<u>The Department expects the Grantee to fully comply with the Use of Facilities terms of the contract. If the landlord does not renew a lease, and the grantee cannot comply with the time period stated in the contract, the Department may hold the grantee in breach of contract.</u>

Eligible Projects*

Project eligibility differs between the non-motorized and motorized components of the RTP. See the chart below for more information.

Eligible Non-Motorized Projects	Eligible Motorized Projects
• Acquisition of easements and fee simple title to property for Recreational Trails or Recreational Trail corridors.** (Must involve a willing seller.)	• Acquisition of easements and fee simple title to property for Recreational Trails or Recreational Trail corridors.** (Must involve a willing seller.)
• Development and Rehabilitation of trails, Trailside and Trailhead Facilities.	• Development and Rehabilitation of trails, Trailside and Trailhead Facilities.
• Construction of new trails (with the following restrictions for new trails on federal lands): o Permissible under other law; o Necessary and recommended by a statewide comprehensive outdoor recreation plan that is required by the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601 4 et seq.) and that is in effect; o Approved by each federal agency having jurisdiction over the affected lands.	• Construction of new trails ← (with the restrictions noted at left.)
	• Maintenance of existing trails.
	• Purchase and lease of trail construction and Maintenance equipment.
	• Assessment of trail conditions for accessibility and Maintenance.
	• Development and dissemination of publications and operation of educational programs to promote safety and environmental protection related to trails (including supporting non-law enforcement trail safety and trail use monitoring patrol programs and providing trail-related training). *(Limited to 5% of CA's apportionment.)*

*State law further defines eligible Projects. See Public Resource Code Section 5072.8.

**All Acquisitions must comply with federal and state law; specifically, they must be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 et seq., as amended. Regulations implementing this Act are found in 49 CFR Part 24. These regulations will be applied to evaluating the Acquisition of real property and any potential displacement activities. See http://www.fhwa.dot.gov/realestate/ua/index.htm

If funded, the Applicant, at its own expense, will be required to have an appraisal prepared conforming to Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). The appraisal must be reviewed by an independent review appraiser who must certify that the appraisal meets UASFLA standards. Both the appraisal and the review of the appraisal must be submitted to DPR prior to federal funding approval. These standards may be found at http://www.usdoj.gov/enrd/land-ack/

Ineligible Projects

The following types of Projects are **NOT** eligible in either the motorized or non-motorized portions of the RTP (unless otherwise specified).

1. Acquisition which involves condemnation (eminent domain) of any kind of interest in property or Projects without documentation of a willing seller.
2. Projects which use the value of condemned land toward the RTP match requirement.
3. Construction of any recreational trail on National Forest System land for any motorized use unless the land:
   (a) has been designated for uses other than wilderness by an approved forest land and resource management plan or has been released to uses other than wilderness by an Act of Congress; and,
   (b) the construction is otherwise consistent with the management direction in the approved forest land and resource management plan.
4. Construction of any recreational trail on Bureau of Land Management (BLM) land for any motorized use unless the land:
   (a) has been designated for uses other than wilderness by an approved BLM resource management plan or has been released to uses other than wilderness by an Act of Congress; and,
   (b) the construction is otherwise consistent with the management direction in the approved management plan.
5. Upgrading, expanding or otherwise facilitating motorized use or access to trails predominantly used by non-motorized trail users, and on which, as of May 1, 1991 motorized use is either prohibited or has not occurred.
6. Projects involving highway construction.
7. Improvements to roads and/or bridges generally accessible by low clearance passenger vehicles (regular passenger cars).
8. Paths and shoulders or sidewalks adjacent to public roads and streets unless the shoulders or sidewalks are necessary to complete a trail link.
9. Projects that are solely for trail planning. Eligible planning and non-construction costs are allowed if they are part of a trail Maintenance (motorized Projects only), trail facility and/or trail construction Project.
10. Combination Projects (i.e. Acquisition and Development).
11. Development Projects without land tenure.
12. Projects that are required as a mitigation measure as a condition for a permit or other entitlement.
13. Projects that do not comply with accessibility guidelines and regulations.
14. Projects that do not have public access.
15. Projects that are not consistent with the Applicant's general plan or the equivalent planning document.

Match Requirement

The RTP Match amount is based on the cost of the total RTP Project. The maximum amount of RTP funds allowed for each Project is 88%. The Applicant is responsible for providing a Match amount that is a minimum of 12%.

Eligible Match Sources	Rules Regarding Match
• State funds, including state Grant funds. • Local funds, including general funds and bond funds. • Private funds. • Donated materials and services. • Value of donated land (for Acquisition Projects only). • Other Federal funds*.	• Match can only be spent on Eligible Costs consistent with the Grant Scope. • Indirect costs cannot be used as Match. • The Grant and the required Match amounts combined cannot pay for more than 25% of non-construction costs of the total RTP Project. • The Match must be committed at the time of Application.

* Federal funds can not exceed 95% of Total Project Costs.
At least 5% of Total Project Costs must come from a non-federal source.

Non-federal applicants may donate funds, materials, services or a new right of way.
- Items or services donated by a non-federal Applicant shall be credited to the non-federal share.

Federal applicants may donate funds, materials or services for the Project.
- Items or services donated by a federal Applicant shall be credited to the federal share.

Important Amounts to Know

Grant Request Amount (Cannot exceed 88% of Total Project Cost)		$ _____
	+	
Required Match Amount (Must be a minimum of 12% of Total Project Cost)		$ _____
	=	
Total RTP Project Cost (Grant + Required Match = RTP Project)		$ _____

Note: The Applicant is not required to submit a list of Indirect Costs or additional funding sources and amounts that are beyond the required Match. However, all cost documentation should be retained for audit purposes. (See page 82).

How to Calculate Grant Amount and Match Amount Based on the cost of the total Project.

Multiply total cost of the Project by .88 to obtain the maximum Grant amount.

Multiply total cost of the Project by .12 to obtain the minimum Match amount.

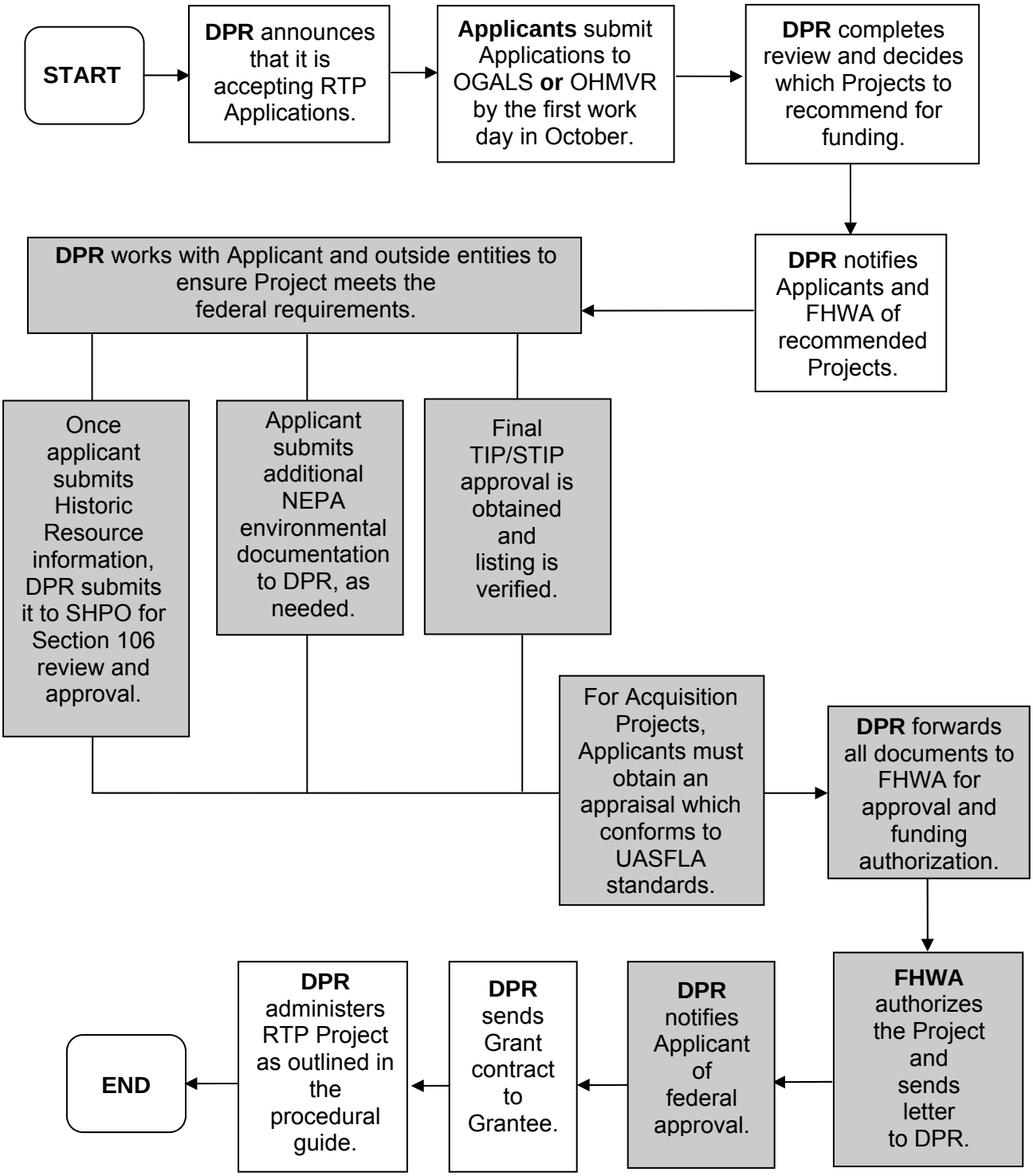
Example:
Cost of total Project is $120,000
Multiply by .88 = $105,600. This is the maximum Grant amount.

Cost of the total Project is $120,000
Multiply by .12 = $14,400. This is the minimum Match amount.

Maximum and Minimum Grant Request Amounts

In the RTP, there are no maximum or minimum Grant amounts that can be requested, provided that the Grant request amount does not exceed 88% of the Total Project cost.

The Recreational Trails Program Process



= Shaded boxes refer to the federal Application portion of the RTP process.

Summary Of The Competitive Grant Process

How to Apply for a Grant(s)

1. The Applicant submits an Application(s) to identify how the Grant funds would be spent if recommended for funding. (See page 19, Application Checklist.) Note that Applicants are expected to submit completed Applications by the first work day in October.
2. The Applicant may submit multiple Applications under the RTP. To do this, the Applicant must submit an individual Application for each Project site. (See page 11, Applications.)
3. The Department will review the Application materials. The Department will then send a letter to the Applicant acknowledging receipt of the Application. The letter will indicate whether the Application is complete or requires additional information or clarification concerning any Application documents except for responses to the Project proposal.

State Review and Recommendation

4. The Competitive Applications will be evaluated by the Department based on eligibility and the Project proposal criteria. All Applicants will receive a letter regarding the outcome of the State's review and recommendation.

Federal Requirements

5. After the Department recommends a Project, it works with the Applicant to meet the additional federal requirements. (See page 51.) Once these requirements are met, the Department forwards the Project to the Federal Highway Administration (FHWA) for review, approval and funding authorization.

How to Obtain a Contract

6. After the Project receives federal approval, the Department will send a Contract to the Grantee's Authorized Representative for signature. (See page 53 for a sample Contract and to review the Contract provisions.)
7. The Grantee returns the signed Contract to the Department.
8. The Department returns a fully executed Contract to the Grantee.
9. A Contract must be fully executed within the time frame established by the associated federal appropriation and state budget.

How to Request Grant Payments

10. After the Contract is fully executed, the Grantee may request advance and/or reimbursement payments for the Project (see page 69).
    a. A Nonprofit Grantee shall submit a Fidelity Bond before a payment request can be processed.
11. The Grantee completes the Grant Scope and submits the Grant Completion Packet to the Project Officer (see page 76).

12. The Department verifies that the Grant Scope was completed by conducting a final on-site Project inspection for Projects which involve Development. For other Project types, see page 71.

13. The Department processes the final payment request.

<u>During the Project</u>

14. Commencing approximately six months after approval of the Contract and continuing every six months during the course of the Grant until a Grant Completion Packet is received, DPR will send a Progress Status Report form to the Grantee. The Grantee must complete, sign and return these Progress Status Reports within 30 days of receiving them. Payment requests for Grant funds will not be processed if there are overdue Progress Status Reports. (See page 62 for a sample of this form).

II. STATE APPLICATION PROCESS

Submitting Applications

- Applicants for non-motorized Projects are required to submit **one unbound**, original hard-copy of the Application packet.
- Applicants for motorized Projects are required to submit **one unbound**, original hard-copy of the Application packet, and, **one electronic version** on a computer CD in .pdf format.
- Each Application must include a Table of Contents with the remaining documents in the order listed on the Application Requirements Packet and Checklist. All pages shall be numbered (handwritten numbers are acceptable).

NOTE: *An Applicant may submit an Application for more than one Project.*
Each Project must have its own Application.
Each location must be submitted as a separate Project.

Letters of Support

Applicants may include letters of support with the Project Application or submit them anytime prior to the State's announcement of recommendations for funding. Letters of support from the Legislature or other entities should be directed to the Applicant. *Letters of support are not considered part of the scoring process and are not required.*

Application Packet Requirements and Checklist

The Project Application shall consist of one copy of each of the items listed on the checklist (below). The items must be included in the order they appear on the checklist. *If an item is not applicable to the Project, Applicants shall respond with "NA" and a brief explanation as to why.*

1. ☐ Application Form. (See pages 23, 24). The Application form must be completed and signed by the Applicant's Authorized Representative.

   In the **Grant Scope** section of the Application form, identify the items of work to be completed with RTP funds and the required Match. Include the trail length in linear feet or miles. *Do not include items of work that will not be funded by RTP funds and the required Match amount. Do not include the merits of the Project. (Merits of the Project should be included in the Project Proposal.)*

   The Grant Scope should be detailed enough to identify each Project element to be accomplished by the Grant and be consistent with the cost estimate, CEQA document(s) and site plan. The Grant Scope statement should only include a description of the Project. The Project will be justified in the responses to the criteria.

   NOTE: The level of detail in the Grant Scope, CEQA document(s) and cost estimate and the Grant Expenditure Form (submitted for payments) should be the same as it is in the site plan so that a reviewer of these documents will be able to identify the same items on all of the above documents.

   For example, if the site plan shows a trail, parking area, and restroom, then these items should appear in the Grant Scope, cost estimate (with an estimate for each), the Grant Expenditure Form and be clearly encompassed by the CEQA document(s). However, it is not necessary to include the linear feet of PVC pipe, for example, nor the number of parking stalls, but if there is a parking lot, it should be listed in all of the above documents.

2. ☐ Site Plan. (For Development Projects.)
   - For Projects involving Development of trails, Trailside and/or Trailhead Facilities, provide a drawing or depiction indicating what improvements the Grantee will make, where the improvements will be and the approximate square footage of any buildings that are part of the Grant Scope.
   - The plan should also indicate access points to the site as described in response to Criterion #7 on page 29.

3. ☐ Topographic Map.
   (For Development Projects.)
   - Depict the Project on a topographic map (Applicant to specify scale) that is detailed enough to identify the Project elements as described in the Grant Scope and include all parcels (owned or leased) that are part of the Project site.
   - As applicable, depict the Project in relation to surrounding resources, such as creeks, wetlands, existing trails and/or archeological sites.
   - For paved trails, a U.S. Geological Survey map may be submitted in lieu of a topographic map.

   OR

   (For Acquisition Projects).
   Submit a topographic map (Applicant to specify scale) with parcels to be acquired shown and an indication of where the proposed trail will be located on the parcels.

4. ☐ Trail Log/Inventory or Reconnaissance Notes. (For Development Projects.)
   For unpaved trails, submit a detailed Trail Log/Inventory.

   OR

   For paved trails, Trailside and Trailhead Facilities, submit field Reconnaissance Notes. If preliminary plans are available, they may be submitted in lieu of Reconnaissance Notes. (For more information, see the "Definitions" section.)

5. ☐ Design Standards. (For Development Projects.)
   - Specify the name of the design standards that will be used to design the Project, such as AASHTO, National Park Service, California State Parks, U.S. Forest Service, or others as applicable, and,
   - Submit one or more (as applicable) representative samples (conceptual-type drawings) of the designed standards named for the proposed Project.

   (More information regarding accessibility standards can be obtained from the Federal Access Board. Class I bicycle trails must be built to AASHTO standards.)

6. ☐ Cost Estimate. Provide details on Project costs. The Project Cost Estimate Form is on page 37; please refer to the Eligible Costs Charts (starting on page 39) when formulating a cost estimate. List required Match funds and the amount of RTP funds to be used on the Grant Project (include In-Kind values).

7. ☐ Project Location Map. Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project. Include physical address and cross street names, as applicable.

8. ☐ Photos of the Project site. Include major Control Points, as needed.

9. ☐ Land Ownership
(For Acquisition Projects)
Acquisition Schedule, Parcel Map, Willing Seller Letter. Provide an Acquisition schedule outlining the acreage and parcel number(s) to be acquired, estimated Acquisition date and estimated value of each parcel to be acquired. (See sample on page 38.) If applicable, include the estimated cost of relocation. *Land or interests in land acquired with RTP funds shall be acquired from a willing seller.* Provide a letter from the seller(s) which indicates a willingness to sell or other documentation that the property is for sale. *All Acquisitions shall be in perpetuity. Condemnation is not allowed.*

OR

(For Development Projects)
Land Tenure. If property is owned in fee title, provide the recordation number(s) from the deed. If property is not owned in fee title, provide documentation (lease, easement, agreement, etc.) verifying that the land tenure requirement has been met. (See page 11).

10. ☐ California Environmental Quality Act (CEQA). The Applicant is required to comply with CEQA at the time of Application. The Applicant should check with its local city or county planning agency for more information on how to complete CEQA.

An Applicant may demonstrate compliance with CEQA by providing an original copy of the *CEQA/NEPA Compliance Certification Form* (see page 44) and either:

- a copy of the Notice of Exemption,
- a copy of the Notice of Determination or
- other documentation of CEQA Project approval by the Lead Agency as appropriate.

CEQA documentation must be consistent with the Grant Scope.

11. ☐ Authorizing Resolution (or Agency Letter). (See page 35 for the Resolution form.) For cities, counties, Districts and non-profit organizations, the Resolution must be submitted with the Application.
- For federal and state agency Applicants: in lieu of a resolution, submit a letter as described on page 34.

12. ☐ Project Summary. Provide a summary (one-page maximum) that explains the Project. Describe Project components in addition to enhancements to be made to the Project site. The summary will not be scored.

13. ☐ Project Proposal. Provide a written proposal which answers each question or responds to each statement in the Project Proposal portion of the Procedural Guide as it pertains to your Project (see page 25).
- Limit the Project Proposal to no more than 15 pages, 8 ½" x 11" paper, single-sided, double-spaced, with 12-point font.
  Attachments do not count as part of the 15 pages.

14. ☐ Leases or Agreements. Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting Project lands or the operation and Maintenance thereof, excluding those relevant to land tenure (if applicable).

15. ☐ Required Regulatory Permits (if applicable). Provide a list of existing and additional required permits, the status of each, and indicate when permit approval is expected. Examples include:
   - State Lands Commission
   - San Francisco Bay Conservation and Development Commission
   - Corps of Engineers

16. ☐ Nonprofit Requirements. If the Applicant is a nonprofit organization, please provide the following:
   - Articles of incorporation
   - Mission statement
   - Most recent annual report and budget
   - Verification of 501(C)(3) status
   - Verification of Fidelity Bond (prior to funds being paid) (See page 63).
   - Payee Data Record (See page 59).

17. ☐ Signed SHPO Memorandum of Understanding. (See page 48).

   Note, if a Project is recommended for funding by the State (see page 50), DPR will then forward the signed SHPO Memorandum of Understanding to the SHPO on the Applicant's behalf.

For *Non-Motorized* Projects, submit Applications and correspondence to:

(Physical Address)
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

(Mailing Address)
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423 Fax: (916) 653-6511

For *Motorized* Projects, submit Applications and correspondence to:

(Physical Address)
Calif. Dept. of Parks and Recreation
Off-Highway Motor Vehicle
Recreation Division
1725 23rd Street, Suite 200
Sacramento, CA 95816-7100

(Mailing Address)
Calif. Dept. of Parks and Recreation
Off-Highway Motor Vehicle
Recreation Division
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 324-1573 Fax: (916) 324-1610

Website: www.parks.ca.gov

Click on "Grants & Bond Acts" and
follow the links to the Recreational Trails Program.

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

RECREATIONAL TRAILS PROGRAM APPLICATION *Non-Motorized Project*

(Each site shall be considered a Project. Each Project must have its own Application.)

PROJECT NAME	Grant Request Amount $_____
PROJECT TYPE *Non-Motorized Project* *(Check 1 box only)* Acquisition ☐ Development ☐	Required Match Amount $ _____ TOTAL PROJECT COST $_____
APPLICANT *(Agency name, address, and zip code)*	COUNTY NEAREST CITY
	PROJECT ADDRESS (including zip code)
APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION Name *(typed or printed)* and Title Email address Phone	
PERSON with DAY-TO-DAY RESPONSIBILITY for ADMINISTRATION of the GRANT *(if different from Authorized Representative)* Name *(typed or printed)* and Title Email address Phone	
GRANT SCOPE: *(Items of work to be completed with RTP Funds and the required Match amount. Do not include Project merits.)*	
For Development Project, Land Tenure is _____ acres _____Acres owned in fee simple by Applicant Recordation Number(s): _____ _____Acres available under a _____ year lease Acres of other interest *(explain)* _____	For Acquisition Projects, Project Land will be _____ acres _____Acres to be acquired in fee simple by Applicant _____Acres to be acquired in other than fee simple *(explain)* _____

I certify that the information contained in this Application, including required attachments, is accurate.

Signed _____ _____

Authorized Representative as shown in Resolution Date

Print Name and Title: _____

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

RECREATIONAL TRAILS PROGRAM APPLICATION *Motorized Project*

(Each site shall be considered a Project. Each Project must have its own Application.)

PROJECT NAME	Grant Request Amount $_____
PROJECT TYPE *Motorized Project* *(Check 1 box only)* Acquisition ☐ Maintenance ☐ Development ☐ Equipment ☐ Training/Safety Programs ☐	Required Match Amount $ _____ TOTAL PROJECT COST $_____
APPLICANT *(Agency name, address, and zip code)*	COUNTY NEAREST CITY PROJECT ADDRESS (including zip code)
APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION Name *(typed or printed)* and Title Email address Phone	
PERSON with DAY-TO-DAY RESPONSIBILITY for ADMINISTRATION of the GRANT *(if different from Authorized Representative)* Name *(typed or printed)* and Title Email address Phone	
GRANT SCOPE: *(Items of work to be completed with RTP Funds and the required Match amount. Do not include Project merits.)*	
For Development, safety/training, Maintenance, equipment , trail assessment Projects, Land Tenure is _____ acres _____Acres owned in fee simple by Applicant Recordation Number(s): _____ _____Acres available under a _____ year lease Acres of other interest *(explain)* _____	For Acquisition Projects, Project Land will be _____ acres _____Acres to be acquired in fee simple by Applicant _____Acres to be acquired in other than fee simple *(explain)* _____

I certify that the information contained in this Application, including required attachments, is accurate.

Signed _____ _____

Authorized Representative as shown in Resolution Date

Print Name and Title: _____

Project Proposal Instructions

- The Applicant must respond to the following criteria in the order in which they appear.
- Respond to each criterion separately.
- Provide a written response to each question or statement as it pertains to your Project. If a particular question or statement does not apply to your Project, please indicate as such with "NA" (not applicable) and a brief explanation as to why.
- Limit the Project Proposal to no more than 15 pages, 8 ½" x 11" paper, single-sided, double-spaced, with 12-point font. Attachments do not count as part of the 15 pages.
- Cite studies, reports or other data that support your responses, where appropriate.
- The meanings of capitalized words and phrases used below can be found in the Definitions Section beginning on page 6.
- For Acquisition Projects, respond as per the planned trail use.
- A Trailside or Trailhead Facility will be scored the same as the type of trail it serves provided that the Project is necessary for the public to use the trail. If the Trailside or Trailhead Facility also serves other park uses, the Grant will only proportionally fund the use by trail users.

Project Proposal

Introduction

The information provided in the Project proposal will allow the Department to evaluate the competing Grant Applications. In addition to striving for objectivity and uniformity in evaluating proposals, the Department will make an effort to provide equitable geographic spread of Funds provided that sufficient well qualified proposals exist.

100 POINTS = OVERALL TOTAL

1. **Deficiency.** (10 points)
   Describe the trail deficiencies and why the Project is needed.

   The following Project types will be given greater consideration:

   - *Projects in an area without trails, and/or,*
   - *Projects which provide incremental improvements to an important but incomplete trail network near population centers or near destination recreation areas including major park and/or recreation areas, and/or,*
   - *Project sites which contain deficiencies due to inappropriate design or construction. In addition, these Project sites have degraded to become burdens on natural or cultural resources.*

Projects in an area without trails or which help complete an important trail system, and/or correct major design/construction deficiencies.	10 - 8
Projects which improve an area with moderate deficiencies.	7 - 5
Projects which improve an area with minimal deficiencies.	4 - 1
The Applicant did not respond to the criterion.	0

2. **Solutions to the Deficiency.** (10 points)
Describe how the Project will **address the deficiencies** identified in Criterion #1 by providing new trail opportunities and/or realigning trail(s) to significantly increase use, improve access and/or protect resources.

The following Project types will be given greater consideration:

- *Projects which will provide solutions in an area which lack trails and/or trail opportunities, and/or,*
- *Projects which will provide solutions by reconstructing or relocating trails in order to increase usability and/or access, and/or,*
- *Projects which will provide solutions by reconstructing non-sustainable trails, or rehabilitating or relocating old trail routes to reduce environmental impacts.*

Projects which provide for **significant**:
- New trail opportunities, improvement to usability/access and/or reduction of environmental impacts. ..... 10 - 8

Projects which provide for **moderate**:
- New trail opportunities, improvement to usability/access, and/or reduction of environmental impacts. ..... 7 - 5

Projects which provide for **minimal**:
- New trail opportunities, improvement to usability/access, and/or reduction of environmental impacts. ..... 4 - 1

Projects which provide for **no**:
- New trail opportunities, improvement to usability/access, and/or reduction of environmental impacts or the Applicant did not respond to the criterion. 0

Note: *Non-motorized trail Maintenance is ineligible. Maintenance includes such items as clearing and brushing, slough and berm removal, water bar installation or cleaning, seal coating of paved trails, resealing treated aggregate, painting and similar items.*

3. **Connectivity.** (7 points)
Describe how the Project connects to or is part of a trail system.
The following Project types will be given greater consideration:

- *Projects that provide connections to or are part of regional, state or national trail systems will receive higher priority.*

The Project connects with or is part of:

A regional, state, or national trail system	7
A trail in a large park or park complex (over 1,000 acres) with a significantly connected trail system, but not connected to other trail systems	6
A trail in a medium sized park or park complex (over 100 acres) with a significant connected trail system, but not connected to other trail systems	5
A trail in a park which connects undeveloped natural areas of the park to developed public access area(s)	4
A trail which only connects facilities within a park	3
No connection / Did Not Respond	0

Note: *For this criterion, "park" could also mean "open-space", provided that the space is designated for recreational use.*

4. **Linkages.** (7 points)
Describe the Project's linkages to population centers or gathering areas. In addition, note the proximity of the Project to highways and/or major roadways.

The following Project types will be given greater consideration:

- *Projects that provide for or enhance immediate impacts on the quality, quantity or variety of trail opportunities and experiences in the area by providing meaningful linkages between homes, schools, work places, campgrounds, and/or resorts; to parks, trails, greenways, scenic corridors; or natural, cultural, historical or recreation areas, will receive higher priority.*
- *Alignments well separated from highway uses will receive higher priority (except for road crossings which are necessary for the trail.) Trails may be located along the highway as a connector where no other feasible route exists.*

The Project provides:		The Project is:	
Major linkage(s)	5 - 4	Well separated from highway uses	2
Minor linkage(s)	3 - 1	Partially adjacent to highway uses	1
No linkages / Did Not Respond	0	Did Not Respond	0

5. **Numbers of Project Users.** (5 points)

Describe what the estimated average annual use will be. Provide a numeric figure.

The following Project types will be given greater consideration:

- *Projects with high use. Projected visitation figures should be cited.*

Estimated Use:

High Use	5 - 4
Medium Use	3 - 2
Low Use	1
Did Not Respond	0

6. **Project User Accessibility.** (10 points)

Describe how the Project will provide access to persons with disabilities in compliance with the Federal Access Board guidelines regarding trail improvements. For Acquisition Projects, describe the plan for making the trail accessible when it is built.

The following Project types will be given greater consideration:

- *Projects which provide for the highest levels of accessibility.*

Project will fully meet accessibility standards	10
Project will meet accessibility standards by qualified departure(s)	9 -1
The Applicant did not respond to the criterion or fails to comply with accessibility guidelines and regulations	Project is Ineligible

Notes: *If an Applicant is applying for a departure from the Federal Access Board Guidelines for its Project, a detailed explanation must be included with this Application.*

Projects that do not comply with accessibility laws and rules will not be eligible.

7. **Access to the Project.** (10 points)
Describe the access to the Project site (public transportation, bicycle lanes, parking, staging areas, etc.) and/or how the Project will improve access. (See also "Site Plan", Checklist Item #2 on page 20.)

Projects with the following attributes will be given greater consideration:

- *Projects that are easily accessible to all users, and/or,*
- *Projects presenting few limiting barriers such as flood control channels or major thoroughfares; and/or,*
- *Projects which eliminate barriers, and/or,*
- *Projects which have onsite or close-by parking or are accessible through public transportation or where a large population lives or works adjacent to the Project.*

Unlimited Access: There is (or the Project will result in) parking, public transportation bike lane(s) and staging area or a large population lives or works adjacent to the Project and there are no barriers which would impede access to the Project	10 - 8
Moderate Access: There is (or the Project will result in) either parking or public transportation, and, bike lane(s) or Pedestrian access and minimal barriers which would impede access to the Project.	7 - 5
Limited Access: There is no parking or public transportation. There is (or the Project will result in) either bike lane(s) or Pedestrian access and significant barriers which impede access to the Project.	4 - 1
No Access / Did Not Respond:	Project is Ineligible

8. **Points of Interest.** (5 points)
Describe how the Project will provide for viewing and interpreting natural, cultural, historical or scenic characteristics on the Project site or adjacent area.

Projects with the following will be given greater consideration:

- *Projects providing viewing and/or interpretation of natural, cultural, historic or scenic characteristics.*

Outstanding	5 - 4
Good	3 - 2
Poor	1
No Points of Interest / Did Not Respond	0

9. **Sustainable Design.** (10 points)
Describe how the Project will use sustainable design to minimize impacts to natural or cultural resources of the Project area. Describe the trail design and construction techniques that will be used to reduce the need for recurring Maintenance. Describe how the Project will be placed on the land base to maximize sustainable design elements and minimize the use of complex trail structures which increase the level and cost of Maintenance. For Rehabilitation Projects, describe how the Project will improve the trail by elimination of problem areas and replacement with sustainable design features.

Projects should include the sustainable design features listed below as they are applicable. ***Explain how each of the sustainable design features is or is not applicable to the Project.***

Projects will be ranked by how well they meet applicable design features. Design features which are not applicable to the Project should be so noted and will not have an impact on the score.

A. Curvilinear design that optimizes the use of appropriate placement of trail alignments following the topographic contours.

B. Trail grades that are designed according to season of use, soil types and user types to minimize tread erosion and to minimize the need for steps and complex trail structures.

C. Trails that are located on side slopes with use of outslope drainage and sheet drainage techniques to minimize the need for water bars and check dams.

D. Trails that avoid meadows, flat ground, or ridge top alignments.

E. Turnpikes, causeways and puncheons/boardwalks are used only when such alignments may not be reasonably avoided.

F. Trail structures that are used as a last resort when surrounding land base dictates structural solutions to accommodate curvilinear design.

G. Sensitive natural or cultural areas are avoided except as required by the land base or for suitable user interpretation.

H. Projects designed to encourage on-trail use and discourage off-trail travel.

I. Projects which utilize recycled materials.

J. Trails that are hardened or paved to provide appropriate tread firmness for intended user groups in relation to the soil capability, grade, season of use and expected wear of the tread surface.

Project **meets all** of the above **applicable** sustainable design features.	10 - 8
Project **meets most** of the above **applicable** design features.	7 - 5
Project **meets some** of the above **applicable** design features.	4 - 1
Project **does not meet any** of the above **applicable** sustainable design features or the Applicant did not respond to the criterion.	0

10. **Diversified Use.** (5 points)
Describe how the Project provides for multiple Recreational Trail uses and/or trail corridor sharing.

Projects with the following will be given greater consideration:

- *Projects that will provide for the greatest number of compatible uses or innovative Recreational Trail corridor sharing to accommodate motorized and non-motorized Recreational Trail use.*
- *Projects that will provide for demonstrated diversified and compatible trail uses.*

Diversified uses include, but are not limited to:
Equestrian, Bicycle, Pedestrian, Cross-Country Ski, Motorcycle, ATV, 4-wheel Drive, Snowmobile, Skate, Skateboard and Others.

Three or more use-types	5
Two use-types	3
One use-type	1
Did Not Respond	0

11. **Including Stakeholders in the Project.** (5 points)
Describe the efforts to include trail stakeholders in the Project planning and implementation of the Project by answering the following:

- What methods were used to obtain the ideas of potential users and public agency and non-profit partners?
- How were the interested parties notified of the opportunity to participate, and approximately how many were notified?
- How will you use volunteers in designing and/or implementing the Project?

The maximum number of points will be given to Applicants that made concerted efforts to involve the broadest representation of the potential trail users and public agency and non-profit partners in the Project planning and implementation process.

The Applicant made a **concerted effort** to involve the broadest representation of potential users and public agency and non-profit partners in the Project.	5 - 4
The Applicant made a **moderate effort** to involve the broadest representation of potential users and public agency and non-profit partners in the Project.	3 - 2
The Applicant made a **limited effort** to involve the broadest representation of potential users and public agency and non-profit partners in the Project.	1
The Applicant made **no effort** to include the broadest representation of potential users and public agency and non-profit partners in the Project or did not respond to the criterion.	0

12. **Consistency with Other Plans.** (5 points)
Describe how the Project is consistent with the Applicant's general plan and/or any of the following: California Comprehensive Outdoor Recreation Plan, Statewide Trails Plan, city, county, or regional master plan.

Projects must be consistent with the Applicant's general plan or the equivalent planning document to be considered eligible. Projects that are consistent with more than one of the above plans will be given greater consideration.

Project is consistent with more than one plan	5 - 4
Project is consistent with one plan	3 -1
Not Consistent / Did Not Respond	Project is Ineligible

13. **Management Capacity.** (6 points)
Describe the capability of your agency and/or partners to provide for all aspects of the trail management process, including Project planning, design, layout, construction, Maintenance and operation.

Applicants should demonstrate that staff or partners involved in the Development of the Project will utilize the basic elements of the trail management process.

- What demonstrated ability or type of training has the Applicant or partners received to implement the proposed Project?
- Elements of an excellent trail management process include:
  - the appropriate upfront planning that demonstrates the Project need in relation to the user types,
  - maximizing accessibility,
  - utilizing appropriate trail design to obtain maximum sustainability of the proposed Project and to minimize user barriers,
  - demonstrated ability to design the Project to minimize impact to the natural and cultural resources,
  - construction techniques that utilize aesthetic design and compatible or renewable material resources,
  - a monitoring and Maintenance program that keeps the proposed Project at intended design standards.

Applicant demonstrates an **excellent** integrated trail management process	6 - 5
Applicant demonstrates a **very good** integrated trail management process	4 - 3
Applicant demonstrates a **good** integrated trail management process	2
Applicant demonstrates a **fair** integrated trail management process	1
Did Not Respond	0

14. **Service Corps Involvement.** (5 points)
Describe contact between the Applicant and the California Conservation Corps, Certified Conservation Corps and/or Service Corps regarding this Project.

Describe the involvement of the California Conservation Corps, Certified Conservation Corps and/or Service Corps as a labor resource in the Project.

Projects with the following will be given greater consideration:

- *The Applicant has had direct contact with the California Conservation Corps, Certified Conservation Corps and/or Service Corps regarding this Project.*
- *The Applicant and the California Conservation Corps, Certified Conservation Corps and/or Service Corps have identified how corps labor will be used on the Project.*

Applicant will involve California Conservation Corps, Certified Conservation Corps and/or Service Corps as a labor resource in the Project.

Yes.....5

No 0

Resolution Instructions

1. You may reformat the resolution as long as the text is unchanged.

2. The Authorized Representative may be a particular person (or persons) or a position (or positions). The advantage of having a position named as the Authorized Representative is that a new resolution would not be required should the person holding the position change.

3. The person holding the position named as the Authorized Representative in the Resolution may delegate that authority by sending a letter to the Department. A separate letter is required for each Contract.

4. Resolutions are **not** required for Applications by state or federal agencies.
   - For state agency Applicants: in lieu of a resolution, submit a letter on the Applicant's letterhead identifying the position (job title) of the Authorized Representative.
   - For federal agency Applicants: in lieu of a resolution, submit a letter of Project approval from the Applicant's agency signed by the Federal Land Manager.

RESOLUTION FORM

Resolution No: _____

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, District Applicant) APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM

WHEREAS, the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

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

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s);

NOW, THEREFORE, BE IT RESOLVED that the (Grantee's Governing Body) hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the __(designated position)__ as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the _____day of _____, 20_____.

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

Ayes:

Noes:

Absent:

_____
(Clerk)

Cost Estimate Instructions

The purpose of requiring Grantees to provide a cost estimate is to ensure that:

1. Only Eligible Costs are incurred.
2. Items purchased and work completed is consistent with the Grant Scope. (The cost estimate should include line items for each Project element listed in the Grant Scope.) (See example of the level of detail needed at the bottom of page 19.)
3. No more than 25% of the Grant amount (and required Match) is spent on non-construction costs (for Grants involving Development) and costs other than land Acquisition (for Projects that involve Acquisition).

The cost estimate also determines how:

1. Project funds are going to be spent.
2. The various funding sources for the Project interrelate.

The following cost estimate form is intended to assist you in developing a cost estimate for your Project. You may reformat and change the content as needed to accommodate the Grant Scope.

For Projects that involve Development, non-construction costs cannot exceed 25% of the Grant and required Match amounts combined. Examples of non-construction costs include plans, permits and Fidelity Bond premiums (for non-profit Grantees only). See Eligible Costs Charts starting on page 39 for more information.

For Projects that involve Acquisition, this form will need to be used in conjunction with the Acquisition Schedule. Costs other than land cannot exceed 25% of the Grant and required Match amounts combined. An example of these costs includes escrow fees. See Eligible Costs Charts starting on page 39 for more information.

No Project costs are considered eligible until the date of federal approval and funding authorization.

COST ESTIMATE FORM

Pre-Acquisition or Pre-Construction Costs			
Description of Work	**DPR Grant(s)**	**Non-RTP Funding Sources (Required Match*)**	**Total**
	$		
	$		
	Subtotal: $	**$**	**$**

Land Acquisition Costs or Construction Costs			
Description of Work	**DPR Grant(s)**	**Non-RTP Funding Sources (Required Match*)**	**Total**
	$		
	$		
	$		
	$		
	$		
	Subtotal: $	**$**	**$**
	Total: $	**Total: $**	**Total Project Cost: $**

*Applicant's Match Sources (by name)	
	$
	$
Total funding sources:	**$**

Notes:

This form is intended as an estimate; changes to these figures may and are expected to occur during the course of construction. A new cost estimate must be submitted if costs funded by the RTP increase by more than 10%.

RTP Grants may be combined with other Grants to fund a Project where the Grant Scope is the same.

*Match must be committed at the time of Application.

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

ACQUISITION SCHEDULE FORM

(To be submitted with the Application)

Assessor's Parcel No.	Acreage	Estimated Date of Acquisition	Estimated Value of Land to be Acquired (2)	Estimated Value of Improvements to be Acquired (2)	Estimated Cost of Relocation	Total Estimated Cost (3)
(1)						
Total acres:					Total Estimated Cost:	

Costs other than land (4): $ _____

Grand Total: $ _____

(1) Use additional rows if Acquisition involves more than one parcel.

(2) From appraisal. "Estimated Value of Improvements to be Acquired" refers to buildings or other structures on the land being acquired.

(3) Total of Estimated Value of Land, Estimated Relocation Costs, and Estimated Value of Improvements to be Acquired.

(4) From Cost Estimate Form. For Acquisition Projects, this cannot exceed more than 25% of the Grant amount.

Eligible Costs Charts

Notes about Eligible Costs:

Only costs incurred after the date of federal approval and funding authorization will be considered eligible for reimbursement with RTP funds or as Match.

Applicants may not take title to lands being used as Match until after federal approval and are subject to evaluation through the appraisal process.

Rule regarding Eligible Costs: The Grantee may only claim those costs directly related to the Grant. Indirect Costs or charges made as a percentage of costs are not eligible expenses.

Eligible Costs Chart - Involving Acquisition

NON-LAND COSTS (Maximum 25% of Grant and required Match amounts combined)	EXAMPLES
• Costs other than land	• Escrow fees • Title insurance fees • Costs related to administering relocation program

LAND COSTS	EXAMPLES
RELOCATION COSTS • Relocation costs are allowable for Projects resulting in displacement of any person and/or business. Grantee must comply with the State and Federal Relocation Acts even if relocation costs are not claimed for reimbursement.	• Housing • Movers
• Costs of the land.	• Purchase price of the property

Eligible Costs Chart - For Development Projects

PRE-CONSTRUCTION COSTS (Maximum 25% of Grant and required Match amounts combined)	EXAMPLES
• Premiums on hazard and liability insurance to cover personnel or property • Fidelity Bond (non-profit Grantees only) • Services of the Grantee's employees not directly engaged in Project execution (see rules for personnel and employee services)	• Plans and specifications • Permits • Fidelity Bond premiums

CONSTRUCTION COSTS	EXAMPLES
PERSONNEL OR EMPLOYEE SERVICES • Services of the Grantee's employees directly engaged in Project execution. (See rules for personnel and employee services on page 42).	• Wages and benefits • Work performed by another department or section of the Grantee's agency • Payroll services for employees directly engaged in Project execution
CONSTRUCTION • The cost of all necessary construction activities, from site preparation to the completion of a structure or facility.	• Trail development • Inspection • Construction management
CONSTRUCTION EQUIPMENT • Equipment may be leased, rented, or purchased, whichever is the most economical. If the equipment is purchased, its residual market value must be credited to the Project costs upon completion. • Equipment owned by the Grantee may be charged to the Project for each use. Rental rates published by the California Department of Transportation may be used as a guide. • If 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 must be signed by the operator and supervisor. • Equipment use charges must be made in accordance with the Grantee's normal accounting practices.	• Rental Equipment • Leased Equipment • Purchased Equipment
CONSTRUCTION SUPPLIES AND MATERIALS • May be purchased for a specific Project, or may be drawn from central stock, if claimed costs are no higher than those the Grantee would pay if purchased elsewhere. The Grantee may only claim those costs directly related to the Project.	• Concrete • Lumber • Aggregate • Landscape materials

FIXED EQUIPMENT • Equipment permanently fixed to the Project facility.	• Display boards • Signs/interpretive Aids
RELOCATION COSTS • Relocation costs are allowable for Projects resulting in displacement of any person and/or business. • Grantee must comply with the State and Federal Relocation Acts even if relocation costs are not claimed for reimbursement.	• Temporary housing • Movers
NON-CAPITAL AND MISCELLANEOUS COSTS • Costs necessary and directly related to/for the execution of the Project.	• Communications • Transportation costs for moving equipment or personnel

Eligible Costs Chart – Programmatic Projects (Motorized Only)

COSTS	EXAMPLES
OPERATIONS AND PROGRAM COSTS • Documentable costs associated with planning and operating the program as allowed by the enabling legislation.	• Program planning • Organized activities • Equipment • Transportation
NON-FIXED EQUIPMENT **(For Motorized Projects only)** The purchase of non-fixed equipment is eligible only for Maintenance Projects, environmental protection or safety education programs.	• Snow grooming trackers, off-highway patrol vehicles • Educational materials

Eligible Costs Chart – Planning Projects (Motorized Only)

COSTS	EXAMPLES
PLANNING COSTS • Planning costs allowed by the enabling legislation • Preliminary Project costs • Fidelity Bond (non-profit Grantees only)	• Plans and specifications • Permits • Fidelity Bond premiums

Rules for Personnel and Employee Services

- Costs must be computed according to Grantee's prevailing wage or salary scales, and may include fringe benefit costs.
- Costs charged to the Project must be computed on actual time spent on a Project and supported by time and attendance records describing the work performed on the Project.
- Overtime costs may be allowed under the recipient's established policy, provided that the regular work time was devoted to the same Project.

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

California Environmental Quality Act (CEQA) Instructions

All Applicants must demonstrate compliance with applicable environmental disclosure laws at the time of Application.

Non-federal agency Applicants

Projects sponsored by non-federal agencies must comply with CEQA at the time of Application. To learn more about completing CEQA, Applicants should check with their local city or county planning agency.

An Applicant may demonstrate compliance with CEQA by providing an original copy of the *CEQA/NEPA Compliance Certification Form* (see next page) and either:

- a copy of the Notice of Exemption,
- a copy of the Notice of Determination or
- other documentation of CEQA Project approval by the lead agency as appropriate.

Note: non-federal agency Applicants are not expected to complete NEPA prior to the time of Application. For more information on completing NEPA, see page 51.

Federal agency Applicants

Projects sponsored by federal agencies must comply with NEPA at the time of Application.

An Applicant may demonstrate compliance with NEPA by providing an original copy of the *CEQA/NEPA Compliance Certification Form* (see next page), an original copy of the *Federal Environmental Certification Form* (on page 45) and the applicable NEPA documentation.

CEQA/NEPA COMPLIANCE CERTIFICATION FORM

Applicant: _____ **Project Name:** _____

Project Address:_____

_____

When was CEQA/NEPA analysis completed for this Project? Date: _____

What document(s) were filed for this Project's CEQA/NEPA compliance:
(check all that apply)

☐Initial Study ☐Notice of Exemption ☐Negative Declaration ☐Mitigated Negative Declaration

☐Environmental Impact Report ☐Other: _____

For non-federal Applicants:
Please attach the Notice of Exemption or the Notice of Determination as appropriate.

For federal Applicants:
Please attach applicable NEPA documents.

If these forms were not completed, please attach a letter from the lead agency explaining why, certifying that the Project has complied with CEQA/NEPA and noting the date that the Project was approved by the lead agency.

Lead Agency Contact Information:

Lead Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (_____) _____ Email: _____

Certification:
I hereby certify that the lead agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the Project identified above and that the Project is described in adequate and sufficient detail to allow the Project's construction or Acquisition.

I certify that the CEQA/NEPA analysis for this Project encompasses all aspects of the work to be completed with Grant funds.

_____ _____

Authorized Representative (Signature) Date

Authorized Representative (Printed Name and Title)

FEDERAL ENVIRONMENTAL CERTIFICATION FORM RECREATIONAL TRAILS PROGRAM

_____	_____	_____
(Agency Name)	(Local Project No.)	(State Project No. to be filled in by DPR)

PROJECT DESCRIPTION: (Describe the Project, purpose, location, limits, right-of-way requirements, and activities involved.)

Enter project description in this text box. Use Continuation Sheet, if necessary

CEQA COMPLIANCE AND DETERMINATION

☐ **Documentation has been prepared stating that the Project qualifies for exemption under CEQA.**
Categorical Exemption Number _____ (See 14 CCR 15300 et seq.)

☐ **Documentation has been prepared stating that the Project qualifies for a General Rule Exemption.**
(This Project does not fall within an exempt class, but it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.) [14 CCR 15061 (b) (3)]

☐ **Documentation has been prepared stating that the adverse impact will be mitigated to insignificance.**
(Attach a copy of the Negative Declaration and Notice of Determination.)

Signatures below indicate that applicant and state review have determined that documents are ready for FHWA review.

_____	_____	_____	_____
Signature: Authorized Applicant	Date	Signature: State Official	Date

NEPA COMPLIANCE

Based on an examination of this proposal, supporting information, and the following statements:

- This Project does not have a significant impact on the environment as defined by the NEPA.
- This Project does not involve substantial controversy on environmental grounds.
- This Project does not involve significant impacts on properties protected by Section 106 of the National Historic Preservation Act.
- This Project does not involve significant impacts on federally listed, threatened, or endangered species (including candidate species) or their critical or sensitive habitat.
- This Project is consistent with all Federal, State, & local laws, requirements or administrative determinations relating to the environmental aspects of this action.

NEPA RECOMMENDATION

Based on an examination of this proposal, supporting information, and the statements above under "NEPA Compliance", it is recommended that the Project is a:

☐ **1) CATEGORICAL EXCLUSION (CE):** Activities which do NOT involve or lead directly to construction, ground disturbance activities or land Acquisition, such as planning and technical studies; grants for training and research programs, as set forth in 23 CFR 771.117 (c) (1).

☐ **2) CATEGORICAL EXCLUSION (CE):** For actions not covered by numbered paragraph 1) above, which nevertheless do not individually or cumulatively have a significant environmental impact and are excluded from the requirement to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS).

Signatures below indicate that applicant and state review have determined that documents are ready for FHWA review.

_____	_____	_____	_____
Signature: Authorized Applicant	Date	Signature: State Official	Date

FHWA DETERMINATION

Based on the evaluation of this Project and the statements above, it is determined that the Project meets the criteria of and is properly classified as a Categorical Exclusion (CE).

_____	_____
Signature: FHWA Representative	Date

Additional information attached or referenced as appropriate (e.g. §106 clearance letter from OHP; date of COE nationwide permit; § 7 species survey results and/or Not Likely to Adversely Affect listed species letter from the USFWS and/or NMFS ; Wetlands Finding; Floodplain Finding)

Recreational Trails Program (RTP) Project Application
CEQA/NEPA Determination Form Instructions

This form shall be used to document CEQA Categorical Exemptions (CEs) and NEPA Categorical Exclusions (CEs) for Recreational Trails Program (RTP) Projects. This form can also be used to document a Mitigated Negative Declaration and Notice of Determination as a result of an Initial Study (IS) performed under CEQA.

CEQA COMPLIANCE

Local agencies and/or the State shall comply with CEQA and are responsible for the resulting determination made on the form. As a minimum, describe the Project, purpose, location, limits, activities involved in the undertaking and any right-of-way requirements. An additional sheet may be attached to the form if necessary.

Indicate the CE Class number from the CEQA Guidelines (Title 14 CCR 15300) or the general rule exemption (Title 14 CCR 15061(b)(3)). The Project proponent (Authorized Applicant) and the State Official signatures in the CEQA COMPLIANCE AND DETERMINATION box attest that the Project is properly classified as a Categorical Exemption.

CEQA does not allow mitigation of significant impacts under a Categorical Exemption. If the Project requires mitigation to reduce a significant environmental impact below the level of significance, a Mitigated Negative Declaration must be prepared for CEQA compliance.

NEPA COMPLIANCE

Compliance with the NEPA is required whenever federal money is involved in a Project. Local agencies and/or the State are responsible for performing all the necessary actions in complying with the NEPA and the resulting recommendation made on the form.

Check the appropriate CE box under NEPA RECOMMENDATION:

"***1) CATEGORICAL EXCLUSION (CE***)" are activities which do NOT involve or lead directly to construction, ground disturbance activities or land Acquisition, such as planning and technical studies; grants for training and research programs, as set forth in 23 CFR 771.117 (c) (1). (e.g. Educational Materials)

"2) CATEGORICAL EXCLUSION (CE)" are actions not covered by paragraph ***"1) CATEGORICAL EXCLUSION (CE)***"above, which nevertheless do not individually or cumulatively have a significant impact and are excluded from the requirement to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS). Construction, ground disturbance activities or land Acquisitions are actions applicable to this paragraph.

State and local agency Projects must meet all five declarations of fact listed under the NEPA COMPLIANCE section of the form. The Project proponent (Authorized Applicant) and the State Official signatures in the NEPA RECOMMENDATION box attest that the Project meets all of the conditions and is properly classified as Categorical Exclusion. The FHWA Representative signs and dates in the FHWA DETERMINATION space, validating that the action will not individually or cumulatively have a significant effect and is excluded from the requirement to prepare an EA or EIS.

Documentation supporting the CE will accompany the CEQA/NEPA Determination Form. Examples of this documentation could include a letter from the Office of Historic Preservation (OHP) concluding "no effect on historic properties" and/or a letter from the U.S. Fish and Wildlife Service (USFWS) that concludes "Not Likely to Adversely Affect" to an endangered/threatened species and other environmental reports and documentation. Although not all inclusive, the following may be applicable to an RTP Project and require the appropriate documentation:

- Pursuant to Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands), a Floodplain Finding or Wetlands Finding, respectively, may be required. If so, please attach.
- Documentation of compliance with Section 106 of the National Historic Preservation Act is required if historic resources, as defined in 36 CFR 800.2(e), are involved in the Project. If so, attach a brief statement of the conclusion of Section 106 consultation and/or clearance letter from OHP.
- If the Project involves Waters of the United States, as defined in the Clean Water Act of 1977 (33 USC 1251-1376), and meets the requirements of a Section 404 Nationwide Permit, indicate which permit applies.
- Documentation of compliance with the Endangered Species Act may also be required. If so, attach a summary of the conclusions of the ESA consultation and/or clearance letters from the USFWS and/or NMFS.

If the Project does not qualify as a CE as defined by 23 CFR 771.117, an Environmental Assessment (EA) will be prepared. However, a Project requiring an EA may not be suitable as an RTP Project.

For Projects on federal lands, the FHWA will honor federal land management agencies' environmental documents and decisions for the Project to the maximum extent possible, provided that the documents and decisions are not outdated.

NEPA documents and decisions that are more than three years old are subject to consultation with the FHWA, and a revalidation/re-evaluation of the documents and of the decision may be required.

STATE HISTORIC PRESERVATION ACT MOU FORM

Compliance With Historic Preservation Act
Memorandum Of Understanding – RTP Grant

Applicant:_____

Project(s):_____

I have determined that the Applicant's Acquisition and/or Development Project(s) will not adversely affect cultural properties included in or eligible for inclusion in the National Register of Historic Places. This determination is contingent upon the Applicant's concurrence that any plans for development, not to exclude minor improvements involving ground disturbance, will be submitted to the State Historic Preservation Officer for review and comment at the earliest opportunity. In the event that development plans will not be formulated and/or implemented by the Applicant, but by another agency or group, the Applicant will assume the responsibility for ensuring that all provisions and stipulations contained herein are executed, as needed, jointly with that agency or group or independently by the agency or group. This determination is further contingent upon the applicant's commitment to implement in good faith the following program of compliance with 36 CFR 800, Executive Order 11593 and Section 106 of the National Historic Preservation Act of 1966, as amended.

1. The Applicant accepts the premise that proper cultural resources identification, evaluation and management will be an integral part of the planning process for the Project(s).

2. Accordingly, prior to the commencement of any physical development activity, the applicant or his designee will arrange to have appropriately qualified professionals perform such investigations as may be necessary to:

   a. Identify, evaluate and manage any cultural values located within the Project(s)'s potential area of environmental impact that are included in or may be eligible for inclusion in the National Register of Historic Places.

      (1) If, after consultation with the State Historic Preservation Officer, any values not already included in the National Register are determined to be eligible for inclusion in the National Register, the applicant or his designee will nominate them to the Register according to established procedures. Nominations shall be submitted to the State Historic Preservation Officer no later that six months after the adoption of a final development plan.

   b. Determine, in consultation with the State Historic Preservation Officer, if and to what extent, these values may be adversely affected by planning, development, operation and Maintenance activity.

      (1) Develop and implement prudent and feasible measures, acceptable to the applicant or his designee and the State Historic Preservation Officer, capable of either effectively mitigating or avoiding adverse effects on National Register and National Register values. Avoidance and protection will be preferred objectives. However, should discussions indicate that only something less is

achievable, that course of action which is likely to cause the least unnecessary damage to these values will proceed. Documentation of compliance with each of these stipulations as needed will be submitted to the State Historic Preservation Officer for review and comment in a timely fashion.

The Applicant or his designee will unilaterally determine the time most suitable for the commencement of cultural resource investigations acknowledging, however, that:

1. They will constitute a part of the planning process providing data for sound, advance-planning decisions.
2. They will be completed before a final development plan is adopted and any physical activity begins.

Failure to comply with any of the provisions and stipulations therein contained shall constitute ground for revocation of a no adverse effect determination and shall require full Application compliance with the Advisory Council procedures.

By: _____

Applicant's Authorized Representative

Date: _____

To be completed by the State after the Project is recommended for funding.

By: _____

STATE HISTORIC PRESERVATION OFFICER

Date: _____

State Recommendation For Funding

Once the Department concludes the Application review process, it will notify Applicants by letter if their Project(s) are being recommended for funding. Applicants whose Projects are recommended for funding, will then need to complete the federal Application requirements (see page 51).

Applicants whose Projects are not recommended for funding are encouraged to consider submitting the same Project proposal or a different Project proposal for the next Application cycle the following year. Applicants are encouraged to contact their Project Officer to discuss any questions they may have about their Projects and/or the Application package.

III. FEDERAL APPLICATION REQUIREMENTS

Once DPR recommends a Project, Applicants are required to meet each of the following federal requirements before the Project can be authorized for federal funding. A RTP Project Officer is available to assist Applicants in meeting these federal requirements. Except for federal agencies completing NEPA, **DPR recommends that Applicants wait until they receive their notification letter before commencing with activities associated with meeting these requirements.**

The National Environmental Policy Act (NEPA) .

The DPR recommends that you discuss your Project with your RTP Project Officer to determine the steps needed to meet NEPA requirements. The type and extent of additional environmental review that may be needed is dependent upon the Project type and previous environmental review activities that have already been completed. *The Applicant must also complete the "Federal Environmental Certification Form" on page 45 .*

The National Historic Preservation Act of 1966 (also known as Section 106).

All Applicants must contact the Historic Resource Information Center closest to them to conduct a Historic Resource records search. Once the records search is completed, Applicants shall send the Information Center's records search report, along with a letter on the Applicant's letterhead stating whether the Applicant concurs with the Information Center's findings to their Project Officer for submission to the SHPO for review and approval of Section 106 requirements.

Transportation Improvement Program (TIP).

As applicable, the Project must be listed on either the State Transportation Improvement Program (STIP) or a local Transportation Improvement Program (TIP). Most counties are represented by Metropolitan Planning Organizations (MPOs) which develop regional transportation plans. Applicants within MPO areas must contact their MPO to list their RTP Project on the appropriate transportation plan. Applicants outside of MPO areas can contact the CA Dept. of Transportation (CalTrans) in order to meet the TIP listing requirement. If needed, Applicants may contact their Project Officer to find out which MPO, if any, needs to be contacted.

For Acquisition Projects.

The Applicant, at its own expense, will be required to have an appraisal prepared conforming to Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). The appraisal must be reviewed by an independent appraiser who must certify that the appraisal meets UASFLA standards. Both the appraisal and the review of the appraisal must be submitted to DPR prior to federal funding. These standards may be found at http://www.usdoj.gov/enrd/land-ack/ *Applicants may not take title to lands being used as Match until after federal approval and are subject to evaluation through the appraisal process.*

Federal Funding Authorization of RTP Projects

After the Applicant receives its state recommendation for funding letter (see previous page), DPR recommends that Applicants work closely with their RTP Project Officer to meet the above mentioned federal Application requirements. Once these requirements are met, DPR will submit the Project to FHWA for review and approval, which could take several months. Only costs incurred after the date of federal approval and funding authorization will be considered eligible for reimbursement with RTP funds or as Match.

IV. CONTRACT PROCESS

Contract Provisions Overview

The following list is provided to highlight particular Contract provisions, and is not intended as a substitute for the Contract itself:

Legal Requirements
The Grantee shall comply with all applicable current state and federal laws and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, relocation and real property Acquisition, and laws and codes pertaining to individuals with disabilities.

Public Access
The Grantee shall provide for public access to the Project lands, facilities, and programs in accordance with the intent and provisions of the Recreation Trails Program.

Site Inspection
The Grantee shall permit site inspections by the Department, including a final inspection of the Project facilities or other deliverables developed using RTP funds, to determine if the work performed is in accordance with the approved Grant Scope. The Grantee shall make any program or plans developed or administered with RTP funds available for observation. Projects which involve only Acquisition will normally not receive a final site inspection.

Contract Withdrawals
The Grantee may unilaterally rescind the Contract at any time prior to the commencement of a Project. After Project commencement, the Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.

Scope Change
Requests for changes to the scope of a Grant must be submitted in writing. See page 81 for additional information on requesting a change in Grant Scope.

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

- A Grantee fails to obtain a Contract.
- A Grantee withdraws from the Contract.
- A Grantee fails to complete the Project(s) described in the Grant Scope, and/or fails to submit an approved Grant Completion Packet within the Contract Performance Period.

Funds Reverting
Any Grant funds that are not encumbered and expended on Eligible Costs within the time frame specified in the Contract shall revert to the source fund.

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

Sample Grant Contract

GRANT CONTRACT
RECREATIONAL TRAILS PROGRAM

GRANTEE _____

CONTRACT PERFORMANCE PERIOD is from _____ through _____

PROJECT TITLE _____ PROJECT NUMBER_____
The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total Grant amount indicated below.

SCOPE :

Total Grant amount not to exceed $ _____OR 88% of the eligible Project costs whichever is less.

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

_____
Grantee

By _____
(Typed or Printed Name of Authorized Representative)

_____
(Signature of Authorized Representative)

Title _____

Date _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE $		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE $		APPROPRIATION	**RECREATIONAL TRAILS PROGRAM**		
ADJ. DECREASING ENCUMBRANCE $		ITEM CALSTARS VENDOR NUMBER			
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		

SAMPLE

Grantee agrees that lands acquired with Grant monies shall not be acquired through the use of eminent domain.

GENERAL PROVISIONS

A. Definitions

The term "Act" as used herein means the Recreational Trails Program pursuant to state and federal statutes.

1. The term “Application” as used herein means the individual Project Application and its required attachments for Grants pursuant to the enabling legislation and/or Grant program.

2. The term “Acquisition” means to obtain fee title or easement of real property. Leases or rentals do not constitute Acquisition.

3. The term “Department” means the California Department of Parks and Recreation.

4. The term “Development” means Capital Improvements to real property by construction.

5. The term "Grantee" as used herein means the party described as the Grantee 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, or 88% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Scope described in the enabling legislation, and 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 Grant Scope. 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 Grant Scope in accordance with the time of Contract Performance Period set forth on page 1, and under the terms and conditions of this Contract.

3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.) and the National Environmental Policy Act.

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 laws and codes pertaining to individuals with disabilities.

5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Grant Scope in writing to the State for prior approval. Changes in the Grant Scope must be approved in writing by the State.

6. If the Grant Scope includes Acquisition of real property, the Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Contract and the Grantee agrees to comply with the California Government Code Chapter 16 commencing with

Section 7260 et seq. and all applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.

7. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the Recreational Trails legislation and/or Grant program.

C. Project Costs

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

1. If the Project includes Acquisition of real property, the State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition (or 88% of the Project costs, whichever is less), but not to exceed in any event the Grant amount set forth on page 1 of this Contract, upon completion of the Acquisition.
   a. After the property is in escrow, the Grantee may request an Advance up to 80% of the Grant or 100% of the actual Acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
   b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.

2. If the Project includes Development, completion of the Project or any phase or unit thereof, State may disburse to Grant recipient upon receipt and approval by State of a statement of incurred costs from Grant Recipient, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this contract, (or 88% of the Project costs, whichever is less) or any remaining portion of such Grant amount to the extent of such statement.
   a. On proof of award of a construction contract or commencement of construction by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
   b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.

3. If the Project includes Operations or Program costs, the State may disburse Grant monies to the Grantee as follows, but not to exceed in any event the total Grant amount set forth of page 1 of this Contract:
   a. On proof of a signed contract or agreement, or commencement of operation or program by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded contracts or agreements.
   b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Program cost, whichever is less, on completion of the Program and receipt of a detailed summary of Program costs from the Grantee.

4. The statements to be submitted by the Grantee shall set forth in detail the incurred cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted more frequently than ninety-day periods unless otherwise requested by the State.

D. Budget Contingency Clause

1. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State, or offer a Contract amendment to Grantee to reflect the reduced amount.

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, 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 as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the State within 60 days of completion of the Grant Scope or end of the Contract Performance Period, whichever is earlier.

2. Grantee agrees that income earned by the Grantee from a State approved non-recreational use on the Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Grantee's jurisdiction.

3. 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.

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

5. The Grantee shall make any program developed or administered pursuant to this Contract available for observation upon request by the State.

F. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund.

2. 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.

3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure 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 Grant Scope includes Development or a Program, final payment may not be made until the Project conforms substantially to this Contract.

G. 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 Acquisition, Development, construction, operation or Maintenance of the property described as the Project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.

3. The Grantee agrees that in the event the State is named as codefendant under the provisions of California Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the 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.

H. 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 final payment.

2. Grantee shall keep such records as the State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.

3. 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. Such accounts, documents, and records shall be retained by the Grantee for at least three years following Project termination.

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

I. Use of Facilities

1. The Grantee agrees that the Grantee shall operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. In the case of lands not held in fee by the Grantee, perpetuity shall be in accordance with the tenure or the length of time sufficient to provide public benefits commensurate with the type and duration of interest in the land held by the Grantee.

2. The Grantee agrees to use the property only for the purposes of the Grant and to make no other use, sale, or other disposition or conversion of the property except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.

3. The property acquired or developed may be transferred to another eligible Applicant if the successor Grantee assumes the obligations imposed under this Contract and with the concurrence of the Department.

J. 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 Grant program.

K. Application Incorporation

1. 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.

L. Severability

1. 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.

Payee Data Form

STATE OF CALIFORNIA

PAYEE DATA RECORD

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

STD. 204 (REV. 2-2000)(CA ST PKS, EXCEL 10/20/2003)

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

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

1 PLEASE RETURN TO:

DEPARTMENT/OFFICE

STREET ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

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

(See Privacy Statement on reverse)

2 PAYEE'S BUSINESS NAME

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

(City, State and Zip Code)

3 VENDOR ENTITY INFORMATION

CHECK ONE BOX ONLY

- ☐ **LEGAL CORPORATION**
- ☐ **PARTNERSHIP**
- ☐ **MEDICAL CORPORATION**
- ☐ **ESTATE OR TRUST**
- ☐ **EXEMPT CORPORATION**
- ☐ **ALL OTHER CORPORATIONS**

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)

__ __ - __ __ __ __ __ __ __

- ☐ **INDIVIDUAL/SOLE PROPRIETOR**

SOCIAL SECURITY NUMBER OF OWNER: __ __ __ - __ __ - __ __ __ __

OWNER'S FULL NAME *(Print)*

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.

4 PAYEE RESIDENCY STATUS

CHECK APPROPRIATE BOX(ES)

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

5 CERTIFYING SIGNATURE

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

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

TITLE

SIGNATURE

DATE

TELEPHONE NUMBER

STATE OF CALIFORNIA
PAYEE DATA RECORD
STD. 204 (REV. 2-2000) (REVERSE) (CA ST PKS, EXCEL 4/20/2001)

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

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.

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 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 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.

V. GRANT PAYMENTS

Grant Fund Availability Overview

- As a reminder, the term "Grant" refers to a single fund source. See also the definition of "Project".
- The Grantee must have a fully executed Contract with the Department.
- Grant funds are available for expenditure during the Contract Performance Period specified in the Contract. Only expenses incurred within the Contract Performance Period are eligible for reimbursement.
- Only Project-related costs consistent with the authorizing legislation, Contract scope, and Grant Scope, are eligible.
- The Grantee may request Advance payments or reimbursement payments adding up to 80% of the Grant amount prior to the completion of the Grant Scope.
    - For Acquisition Projects, Grantees may request Advance payments adding up to 80% of the Grant amount to be placed into escrow.
    - For Development, Maintenance, equipment, training/safety program Projects, Grantees may request Advance payments adding up to 50% of the Grant amount.
- Commencing approximately six months after Contract approval, and continuing every six months during the course of the Grant until a Grant Completion Packet is received, the Grantee will be sent a Progress Status Report (See page 62). The Grantee must complete, sign and return these Progress Status Reports within 30 days of receiving them. Payment requests for Grant funds will not be processed if there are overdue Progress Status Reports.
- The Grantee must complete all funded Grant Scopes within the Contract Performance Period. Completion includes submittal of the Grant Completion Packet to the State three months before the end of the Contract Performance Period.
- The final payment must be processed by the State to the Grantee before the end of the Contract Performance Period. The Grantee should complete the Grant Scope and submit the Grant Completion Packet to the Department at least three months before the end of the Contract Performance Period. This will provide adequate time for the Department to review the Grant Completion Packet, receive revisions to the Grant Completion Packet if necessary, conduct the final site inspection (for Grants involving Development) or perform other verification that the Grant Scope was completed, and process the final payment through the State Controller's Office.

State of California • The Resources Agency Arnold Schwarzenegger, *Governor*

DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001 Ruth Coleman, *Director*
FAX: (916) 653-6511 ATTENTION:

SAMPLE

Sample Grant Progress Status Report

Grantee:
Project Title:
Period covered by Grant Progress Report Through
Project Number:
Payments to date:

Project Status: (Briefly describe work completed on the following items that is funded by the Grant Project identified above. Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc):

_____

_____

Grant funds spent to date on this work $_____

Acquisition and/or Construction:

_____

_____Grant funds spent to date on this work $_____

Describe significant Project developments (provide photos).

_____

_____

Total Grant funds spent to date $_____ Percentage of Project complete:_____

Estimated date of Project completion:_____

Describe any potential obstacles to completion:

_____

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

_____ _____ _____

Authorized Representative* **Title** **Date**

(*Certification to above information requires a signature by a person authorized in the resolution)

Requirements for Non-Profit Agencies

Fidelity Bond

All non-profit Grantees shall submit evidence of Fidelity Bond insurance to the Department, Office of Grants and Local Services, prior to submitting a payment request. This insurance must include coverage that is equal to or greater than the Grant amount. Coverage must apply to all employees and volunteers who handle checks, cash, or securities. It is the Grantee's responsibility to ensure that its Fidelity Bond insurance is kept current throughout the duration of the Project.

In the event that an employee or volunteer engages in the theft, forgery, larceny or embezzlement of any portion of the Grant amount, the Grantee is responsible for notifying the appropriate law enforcement authorities and the Department within 30 days of discovery.

Three-Bid Process

All non-profit Grantees shall obtain three bids for all work on the Grant Scope, including non-construction costs, and review these bids with their governing body prior to awarding a contract. Grantees may request a waiver for this process when there are less than three qualified bidders. Waiver requests must be submitted in writing to the Project Officer. Evidence of the three-bid process must be retained for audit.

ADVANCE PAYMENTS

Rules Regarding Advances

- For Acquisition Projects, Grantees may request Advance payments adding up to 80% of the Grant amount to be placed into escrow.
- For Development, Maintenance, equipment, training/safety program Projects, Grantees may request Advance payments adding up to 50% of the Grant amount.
- Grantees may obtain Advances provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the Grantee. [49 CFR 18.21(c)]

Advance Payments for Acquisition Costs

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Advance(s) (up to 80% of the Grant amount, or up to 100% of the Acquisition cost, whichever is less)	After the Grant Contract has been fully executed	• Evidence of open escrow • Payment Request Form • Letter regarding Advance request (see below) • Title Insurance • Title Report

All real property shall be acquired in compliance with current laws governing Acquisition of real property including, but not limited to relocation assistance, and in accordance with the enabling legislation.

1. After the Grant Contract has been fully executed, the Grantee may request an Advance.

2. Upon submission of evidence that escrow is open, the Grantee may request an Advance of up to 80% of the Grant amount, or up to 100% of the Acquisition cost, whichever is less. The funds shall be placed directly into escrow as described below.

3. When the Grantee is ready to complete the Acquisition of the property or properties, the Grantee shall request the Advance payment by sending a letter and a payment request form. The letter shall be on the Grantee's letterhead and be signed by the Grantee's Authorized Representative and shall contain all of the following:
   a) Grantee's name, address, Contract number and amount of funds requested (up to 80% of the Grant amount).
   b) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant funds will be disbursed.
   c) A statement by the Grantee that all funds (exclusive of the Grant funds to be provided under this agreement) needed for the completion of the Acquisition of the

property or properties 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 landowner.

4. The “Send Warrant To” item 7 on the Payment Request Form must be completed using the title company’s or escrow holder’s name, mailing address, and contact.

5. Upon receipt of the letter and the payment request form from the Grantee requesting the Advance payment, and after approval, the Department will promptly disburse the funds into the designated escrow account.

6. Prior to requesting additional Advance payments, the Grantee must provide a Grant Expenditure Form documenting how the previously advanced funds were spent. This requirement may be waived in certain circumstances. To request a waiver, the Grantee shall submit a letter to the Project Officer that explains why the waiver is needed.

7. The Grantee may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than $10,000 are discouraged.

8. If all or a portion of the advanced Grant monies advanced to the title or escrow company are not expended, the unused portion of the Grant plus interest earned shall be returned to the state within 60 days of completion of the Acquisition(s), within 60 days of the Acquisition withdrawal, or within 60 days of the end of the Contract Performance Period, whichever is earlier.

Advance Payments for Development Costs

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Advance(s) (up to 50% of the Grant amount)	After the Grant Contract has been fully executed.	• Payment Request Form • Evidence of signed construction contract and a Notice to Proceed • Payment Schedule • Evidence that Project is ready to proceed utilizing Force Account Labor

1. After the Grant Contract has been fully executed, the Grantee may request an Advance.

2. The Grantee must submit evidence that a contract has been awarded to a consulting firm or provide a Force Account schedule demonstrating that the funds will be needed within the next six months.

3. The Grantee may request an Advance up to 50% of the amount of the construction contract award. In order to request Advance payments, the Grantee shall submit a copy of the awarded construction contract, and a Notice to Proceed issued to the contractor, if applicable. The Grantee is also required to submit a payment schedule or provide evidence that the Project is ready to proceed using Force Account Labor. The payment schedule shall estimate when the requested Advance payment will be spent, and describe the Grant Scope items that will be funded by the requested Advance. The Department may not approve the total amount of the requested Advance payment if the requested funds are not estimated to be spent within six months from the date that the payment request and attached payment schedule is submitted by the Grantee.

4. If Grant monies are advanced directly to the Grantee, 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(s) or returned to the State. (See Item 6 below).

5. Prior to requesting additional Advance payments, the Grantee must provide a Grant Expenditure Form documenting how the previously advanced funds were spent. This requirement may be waived when contractor(s) will be working on different parts of the Project during the same period.

6. The Grantee may submit multiple Advance or reimbursement payment requests as necessary for up to 50% of the Grant amount, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than $10,000 are discouraged.

7. All interest income earned by Grantee on advanced funds during the Project period shall be retained by the Grantee, and shall be:
   a. Added to funds committed to the Grant, and be used towards eligible Grant Scope objectives, or
   b. Deducted from the total Grant amount for determining the net costs which the Grant share of costs will be based.
   c. If costs incurred on the Project are less than the interest earned, the remaining interest and all Grant funds shall be returned to the State.

Advance Payments for Program or Operational Grants (Motorized Only)

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Advance(s) (up to 50% of the Grant amount)	After the Grant Contract has been fully executed, the Application is complete, and necessary preliminary work has been done	• Payment Request Form • Evidence of a signed contract or agreement • Notice to Proceed • Payment Schedule • Evidence that Project is ready to proceed utilizing Force Account Labor

1. After the Grant Contract has been fully executed, the Grantee may request up to 50% of the contract award (award to the Grantee's contractor). The Grantee may request an Advance payment after submitting evidence that a contract has been awarded, and a Notice to Proceed has been issued. The Grantee is also required to submit a payment schedule or provide evidence that the Project is ready to proceed using Force Account Labor The payment schedule shall estimate when the requested Advance payment will be spent, and describe the Grant Scope items that will be funded by the requested Advance. The Department may not approve the total amount of the requested Advance payment if the requested funds are not estimated to be spent within six months from the date that the payment request and attached payment schedule is submitted by the Grantee.

2. If Grant monies are advanced directly to the Grantee, 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(s) or returned to the State. (See item 5 below).

3. Prior to requesting additional Advances, the Grantee must provide a Grant Expenditure Form documenting how the previously advanced funds were spent. This requirement may be waived in certain circumstances. To request a waiver, the Grantee shall submit a letter to the Project Officer explaining why the waiver is needed.

4. The Grantee may submit multiple payment request forms as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than $10,000 are discouraged.

5. All interest income earned by Grantee on advanced funds during the Project period shall be retained by the Grantee, and shall be:

   a. Added to funds committed to the Grant, and be used towards eligible Grant Scope objectives, or

   b. Deducted from the total Grant amount for determining the net costs which the Grant share of costs will be based.

   c. If costs incurred on the Project are less than the interest earned, the remaining interest and all Grant funds shall be returned to the State.

REIMBURSEMENT PAYMENTS

Reimbursement Payments for Acquisition Costs

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Reimbursement of Up to 80% of Grant amount	After the Application is complete and Grantee has spent funds to implement the Project	• Description of Work • Payment Request Form • Grant Expenditure Form • Force Account Labor Cost Summary Form (if applicable)

1. The Grantee may be reimbursed for costs incurred up to 80% of the total Grant amount prior to the completion of the Grant Scope. A Grant Expenditure Form, closing statement, and deed must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

Reimbursement Payments for Development Costs

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Reimbursement of Up to 80% of Grant amount	After the Application is complete and the Grantee has spent funds to implement the Project	• Description of Work • Payment Request Form • Grant Expenditure Form • Force Account Labor Costs Summary Form (if applicable) • Equipment Costs Summary Form (if applicable) • Project photographs

1. The Grantee may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than $10,000 are discouraged.

2. The Grantee may be reimbursed for up to 80% of the total Grant amount prior to the completion of the Grant Scope. A Grant Expenditure Form must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

Reimbursement Payments for Program or Operational Grants (Motorized Only)

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Reimbursement Up to 80% of Grant amount	After the Application is complete and the Grantee has spent funds to implement the Project	• Description of Work • Payment Request Form • Grant Expenditure Form • Force Labor Costs Summary Form (if applicable) • Equipment Costs Summary Form (if applicable) • Evidence of work accomplished

1. The Grantee may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than $10,000 are discouraged.

2. The Grantee may be reimbursed for up to 80% of the total Grant amount prior to the completion of the Grant Scope. A Grant Expenditure Form must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

FINAL PAYMENTS

Final Payments for Acquisition Costs

Payment Type	When to Submit	Supporting Documentation to Send to Project Officer
Final	After the Grantee has completed the Grant Scope	• Grant Completion Packet • Recorded Grant Deed • Final Title insurance document • Statement of closing costs • Relocation Plan, where occupants were provided eligibility for relocation assistance, if applicable.

1. The Department will reimburse the final Grant amount upon completion of the Grant Scope. Upon completion of the Grant Scope, the Grantee submits the Grant Completion Packet, recorded Grant deed, final title document, and the relocation plan, where occupants were provided eligibility for relocation assistance, if applicable. After receiving these documents, the Department will schedule a final site inspection if the Grant Scope includes Development work. A final site inspection is not required for Acquisition Projects.
   - The Grantee will certify under penalty of perjury that the Grant Scope has been completed by submitting the Grant Completion Packet.

2. The Department will process the final payment request after recording the site inspection, if applicable. Please allow approximately six weeks for the payment to be received by the Grantee. All payments must be processed by the end of the Contract Performance Period as specified in the Contract.

3. Final paperwork must be submitted by April 1 of the year the contract expires to ensure final payment can be made prior to the expiration of the contract.

Final Payments for Development Costs

Payment Type	When to Submit It	Supporting Documentation to Send to Project Officer
Final	After the Grantee has completed the Grant Scope	• Grant Completion Packet

1. The Department will reimburse the final 20% of the Grant amount upon completion of the Grant Scope. Upon completion of the Grant Scope, the Grantee submits the Grant Completion Packet.
   - The Grantee will certify under penalty of perjury that the Grant Scope has been completed by submitting the Grant Completion Packet.

2. The Department will schedule a final site inspection after receiving the Grant Completion Packet.

3. The Department will process the final payment request after recording the site inspection. Please allow approximately six weeks for the payment to be received by the Grantee. All payments must be processed by the end of the Contract Performance Period as specified in the Contract.

4. Final paperwork must be submitted by April 1 of the year the contract expires to ensure final payment can be made prior to the expiration of the contract.

Final Payments for Program or Operational Grants (Motorized Only)

Payment Type	When to Submit It	Supporting Documentation to Send to Project Officer
Final	After the Grantee has completed the Grant Scope	• Grant Completion Packet • Documentation of work completed with Grant funds • Evidence of work accomplished

1. After completing the Grant Scope, the Grantee submits the Grant Completion Packet and supporting documents for the final payment. These documents must provide verification of work completed on the Project.
   - The Grantee will certify under penalty of perjury that the Grant Scope has been completed by submitting the Grant Completion Packet.

2. The Department may request additional verification or evidence prior to approving the final payment.

3. Please allow approximately six weeks for payment following the final verification, if applicable, or upon the Department's reception of the Grant Completion Packet. The final Grant payment must be processed by the end of the Contract Performance Period as specified in the Contract.

Payment Request Form

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

PAYMENT REQUEST
State Grant Programs

See instructions on reverse.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT TITLE	
5. TYPE OF PAYMENT ☐ Advance ☐ Reimbursement ☐ Final	

6. PAYMENT INFORMATION
(Round all figures to the nearest dollar)

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

7. SEND WARRANT TO:

AGENCY NAME
STREET ADDRESS
CITY/STATE/ZIP CODE
ATTENTION

8. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.

SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
▶		

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY

PAYMENT APPROVAL SIGNATURE	DATE
▶	

(Front)(Excel)(Rev. 5/4/2005)

PAYMENT REQUEST FORM INSTRUCTIONS

- Type or print legibly all entries
- Round off all amounts to the nearest dollar
- See page 39 for Eligible Costs examples

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 Name - Name of the Project for which payment is requested

5. Type Of Payment - Check appropriate box, and submit this form:

   Advance – Payment made to the Grantee prior to the Grantee paying for the activities for which the payment is made. (See Advance payment section on page 64).

   Reimbursement – When the Grantee has periodically spent funds to implement the Project, and is requesting reimbursement.

   Submit Grant Expenditure Form (See page 78); and, if applicable, Equipment Cost Summary Form (See page 80) and/or Labor Cost Summary Form (See page 79).

   Final – When the Grantee has completed the Project, and is requesting the final payment. Submit the Grant Completion Packet (See page 76).

6. Payment Information

   a) Grant amount - The amount of 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 requested

   e) Remaining Funds after This Payment - (c. minus d.)

7. Send Warrant To - Grantee name, address and contact person

8. Signature of person authorized in the Resolution (Authorized Representative)

Grant Completion Packet

The Grantee must submit the following forms after the Grant Scope is complete and the final payment is requested. Any questions should be directed to the Project Officer.

- Payment Request Form (page 74).
- Project Certification Form (page 77)
- Grant Expenditure Form (page 78).
- Force Labor Costs Summary Form (if applicable. See page 79).
- Equipment Cost Summary Form (if applicable. See page 80).

1. The forms have been designed for convenience. The Grantee may elect to use another format, provided that all requested information in the forms are presented in a clear and concise manner.

2. The Grantee is required to keep source documents for all expenditures related to each Grant for at least three years following Grant Scope completion and at least one year following an audit. A Grant Scope is considered complete upon receipt of final Grant payment from the State.

PROJECT CERTIFICATION FORM

Grantee: _____Project Number: _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (___) _____ **Email: _____**

Project description – list facilities developed and/or property acquired (use additional pages, as required):

List other funds used on Project (sources and amounts) (use additional pages, as required):

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.

I have read California Penal Code § 118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment is state prison for two, three, or four years.

Furthermore, I have read California Penal Code § 72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Certification of Project completion on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project completion for the above-mentioned Grant is true and correct.

_____ _____
Grantee's Authorized Representative Title
(Printed or Typed name)

_____ _____
Grantee's Authorized Representative (Signature) Date

GRANT EXPENDITURE FORM

Project Number_____

Warrant/Check Number	Date	Recipient	Grant Scope Item	Amount

Total Force Labor Costs (from attached form) $_____

Total Equipment Costs (from attached form) $_____

Subtotal $_____

Grand Total $_____

Note: Grant Scope items listed should be consistent with the Grant Scope, site plan, and cost estimate form, and be clearly encompassed by the CEQA document.

FORCE ACCOUNT LABOR COSTS SUMMARY FORM

Project Number_____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Grant Scope Item	Amount

Subtotal $_____

(Carry Total forward to Grant Expenditure Form) **Grand Total $ _____**

EQUIPMENT COSTS SUMMARY FORM

Project Number_____

Type of Equipment	Dates Work Performed	Amount

Subtotal $_____

(Carry Total forward to Grant Expenditure Form) **Grand Total $_____**

VI. PROPOSED PROJECT CHANGES

Conversion

"Conversion" is changing the use of public park land to non-recreational purposes; this includes using public park land for other public purposes such as building a fire station, or widening an adjacent public road. The relevant law is the Park Preservation Act, which is the California Public Resources Code §§5400-5409; additional laws may apply to lands acquired with state bond funds or with federal funds. Grantees considering conversion involving a non-motorized Project should contact OGALS. Grantees considering conversion involving a motorized Project should contact OHMVR.

Changes to Grant Scope

All proposals for changes to the Grant Scope must be submitted in writing, be signed by the Authorized Representative, and include a revised cost estimate, a revised Application, documentation that the Project complies with CEQA, and evidence that the Grant Scope is consistent with the law that established the Grant.

Changes to the Grant Scope must be eligible under the enabling legislation and Contract Scope, and approved by the Department prior to Project continuation.

The Department requires a letter explaining the need for the change, and how the change will be consistent with the general intent of the Competitive Application. Grant Scope change requests will only be considered where there are circumstances beyond the Grantee's control which would otherwise result in the Project not being completed as originally proposed. The revised Grant Scope must meet the exact need cited in the original Application and shall be in compliance with the intent of the RTP.

Depending on the extent and nature of the changes, additional CEQA, NEPA, Section 106 and/or Federal Highway Administration review may also be necessary.

VII. ACCOUNTING AND AUDIT REQUIREMENTS

The RTP is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. This Act sets forth standards for obtaining consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants).

The Grantee must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. The system must provide accounting data so that the total cost of each individual Grant Project can be readily determined. Grantees must keep accurate records of all RTP Project expenditures including, but not limited to, receipts, progress payments, invoices, and timecards. These records must be retained for a period of three years after final payment is made by the State.

The Single Audit Act requires local governments and non-profit organizations to conduct an audit in accordance with OMB Circular No. A-133 if they have received federal financial assistance. Federal financial assistance includes funds received from all federal sources, not just funds from the Recreational Trails Program.

The audit shall be conducted by an independent auditor in accordance with generally accepted government auditing standards. It shall be done annually unless a jurisdiction has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits, in which case biennial audits are permitted.

The Single Audit Act provides for cognizant agencies to oversee implementation of OMB Circular A-133. In most cases, the agency for a jurisdiction will be the federal agency that provides the most funds. The cognizant agency has a number of responsibilities, including providing technical advice and liaison to local governments and to independent auditors.