STATE OF CALIFORNIA

CALIFORNIA URBAN RIVERS GRANT PROGRAM

Funded by:

PROPOSITION 1: THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014

GRANT GUIDELINES & APPLICATION

California Natural Resources Agency
June 2016

CALIFORNIA natural resources AGENCY

PROP 1
GOVERNOR EDMUND G. BROWN, JR.
WATER BOND 2014
RELIABILITY | RESTORATION | RESILIENCE

TECHNICAL ASSISTANCE WORKSHOPS WILL BE HELD AS FOLLOWS

July 13, 2016 9:00 a.m. - 12:00 p.m. **SACRAMENTO** Resources Building Auditorium 1416 9th Street, 1St Floor Sacramento, CA 95814	**July 25, 2016** 1:00 p.m. – 4:00 p.m. **LOS ANGELES** Inglewood Public Library Gladys Waddingham Lecture Hall 101 W. Manchester Blvd. Inglewood, CA 90301
July 29, 2016 1:00 p.m. – 4:00 p.m. **SAN JOSE** San Jose State Building 100 Paseo de San Antonio San Jose, CA 95113	**August 2, 2016** 1:00 p.m. – 4:00 p.m. **SAN DIEGO** San Diego County 5500 Overland Ave. 1st Floor – Council Chambers San Diego, CA 92123

August 9, 2016
1:00 p.m. – 4:00 p.m.

REDDING
Redding City Hall
Community Room
777 Cypress Ave.
Redding, CA 96001

To RSVP (Recommended), Contact:

Phone: (916) 653-2812, or
Email: urban.rivers@resources.ca.gov

For general application process questions, contact the California Natural Resources Agency at:

Phone: (916) 653-2812
Email: urban.rivers@resources.ca.gov

Website: http://resources.ca.gov/bonds_and_grants/grant_programs/

HOW TO SUBMIT

Submit Online Applications: Applicants must submit applications through the California Natural Resources Agency's System for Online Application Review (SOAR) found on our website under the California Urban Rivers Program section: https://soar.resources.ca.gov
The SOAR system will not accept submissions for this program after **5:00 PM on October 3, 2016**.

A printed original (with wet signature) and one copy must also be sent to the Bonds and Grants Unit with a postmark no later than **October 5, 2016**. Send to:

California Natural Resources Agency
Attn: Urban Rivers Coordinator
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Applicants will need to sign up for a SOAR user account. A detailed guide on how to use SOAR and submit applications is located on our website at:
http://resources.ca.gov/bonds_and_grants/grant_programs/

For SOAR System Questions

For technical assistance with the SOAR website, please contact the SOAR help desk.

Open 9:00 AM - 4:00 PM Monday thru Friday.

Phone Number: (916) 653-6138
Email: SOAR.ADMIN@resources.ca.gov

A help desk representative will contact you regarding your email or call as soon as they are available to do so (during business hours).

If you are experiencing problems with SOAR, please provide the following

- Proposal Identification Number (PIN) assigned to the application
- Name of the funding program you are applying to
- Short description of the problem, including where in the application the problem is occurring
- A screen shot of the error received, if applicable

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I. INTRODUCTION

California voters passed the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Act). It added Section 79730 to the Public Resources Code, authorizing the Legislature to appropriate the sum of twenty million dollars ($20,000,000) to the California Natural Resources Agency (Agency) for green infrastructure that conserves water, buffers climate change impacts, improves water quality, water supply, public health, reduces greenhouse gas emissions, and energy demand, restores, and protects rivers, creeks and streams including the acquisition of resource lands.

The Act provides funding to implement the three objectives of the California Water Action Plan which are 1) more reliable water supplies, 2) the Restoration of important species and habitat, and 3) a more resilient and sustainably managed water infrastructure.

Background

The Agency's mission is to protect and manage the State's natural, historical, and cultural resources. Grants will be awarded on a competitive basis using evaluation criteria described on page 11.

II. ELIGIBILITY

Eligible Applicants

Grant funds will be awarded to public agencies, California nonprofit organizations, public utilities, federally recognized Indian tribes, state indian tribes listed on the Native American Heritage Commission's California Tribal Consultation list and mutual water companies. All nonprofits must be a 501(c)(3) as verified by the Internal Revenue Service.

Statutory Requirements

1. Projects must be multi-benefit watershed and urban rivers enhancement projects in urban watersheds that increase regional and local water self-sufficiency.
2. Projects must meet at least **two** of the following five statutory objectives:
    - Promote Groundwater Recharge and Water Reuse
    - Reduce Energy Consumption
    - Use Soils, Plants, and Natural Processes to Treat Runoff
    - Create, or Restore Native Habitat
    - Increase Regional and Local Resiliency and Adaptability to Climate Change

Other Requirements

1. All projects must be located in an urban area. For purposes of this program, an urban area is a geographic area designated or defined as urban by an applicable plan covering the project area, including, but not limited to general plans, specific plans, or community plans.
2. To the extent feasible, projects need to promote state planning priorities consistent with Section 65041.1 of the Government Code and sustainable communities strategies consistent with the provisions of subparagraph (B) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code (Section 79707 (i)).
3. Applicants are required to use the best available science to inform decisions regarding water resources.

4. Projects must comply with the California Environmental Quality Act (CEQA), Division 13 (commencing with Section 21000).
5. If project is an acquisition, real property must be acquired from a willing seller.
6. Projects must comply with all current labor codes.
7. At least 25 percent of the program funds available shall be allocated for projects that benefit disadvantaged communities.
8. A project proposed by a public utility that is regulated by the Public Utilities Commission or a mutual water company shall have a clear and definite public purpose and shall benefit the customers of the water system and not the investors.
9. An urban water supplier shall adopt and submit an urban water management plan in accordance with the Urban Water Management Planning Act
10. An agricultural water supplier shall adopt and submit an agricultural water management plan in accordance with the Agricultural Water Management Planning Act
11. Projects should use strategies that achieve both climate risk reduction benefits and additional benefits, such as benefits to public health, the economy, environmental justice, and conservation of natural resources.
12. For restoration and ecosystem protection projects, the services of the California Conservation Corps or a local conservation corps certified by the California Conservation Corps shall be used whenever feasible.
13. If the primary function of the project is for stormwater capture, the project should be included in a stormwater resource plan or functional equivalent.
14. Certain types of projects may require the services of a licensed professional engineer or licensed professional geologist to comply with the requirements of the *Business and Professions Code* Section 6700 et. seq. (*Professional Engineers Act*), and Section 7800 et. seq. (*Geologists and Geophysicists Act*).

Conflict Of Interest

All applicants and individuals who participate in the review of submitted applications are subject to state and federal conflict of interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation. Applicants should also be aware that certain state agencies may submit applications that will compete for funding. Failure to comply with the conflict of interest laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent grant agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411.

Tribal Consultation

Agency recognizes the need for agency consultation regarding projects that affect California tribal communities. As such, applicants should make every effort to involve Native American Tribes or stakeholder groups as appropriate.

Funding Allocation and Grant Amounts

Agency anticipates two funding cycles with approximately $9.3 million available to award in each cycle for the California Urban Rivers Grant Program. There are no minimum or maximum grant amounts for this grant program.

Sample Eligible and Ineligible Projects

Eligible Urban Rivers Projects - The items below provide examples of project elements that meet statutory conditions. (This is not a comprehensive list.)	**Ineligible Urban Rivers Projects/Applications –** The items below provide examples of Projects and elements NOT funded under this program. (This is not a comprehensive list.)
Promote Groundwater Recharge and Water Reuse • Create or expand green alleys that moderate storm water runoff, detain water in catchments such as rain gardens, enhance infiltration, increase residence time, and mitigate localized flooding. • Create green-streets that allow stormwater to flow into vegetated planters, or vegetated bio-swales. • Replace impermeable surface materials (e.g., concrete) with permeable materials, or open void materials that promote infiltration and reuse and attenuate peak flows. • Disconnect downspout and install rain barrels, or cisterns for storage for irrigation. • Create or restore existing wetlands, recharge ponds, floodplain or riparian corridor. • Convert irrigation to recycled water. **Reduce Energy Consumption** • Expand urban forest to increase shade and decrease ambient temperatures around buildings and alleys (urban heat island feedback). • Install green roofs or green/living walls. • Remove pavement and increase vegetative cover. • Install vertical gardens. **Use Soils, Plants, and Natural Processes to Treat Runoff** • Create or enhance existing wetlands or riparian zones. • Install vegetated bio-swales, depressed planters, or rain gardens with a native plant landscape system to capture and infiltrate stormwater and increase residence times to treat non-point pollution. • Reduce impermeable surfaces by removing concrete and increasing stormwater planter area and bulb-outs, or curb cuts. • Expand urban forest to intercept stormwater promoting infiltration and bio-remediate pollutants. (*Mature existing trees should influence how and where stormwater facilities like bio-swales or planters are designed.)* **Create, or Restore Native Habitat** • Remove and/or replace exotic and/or invasive plants along stream corridors that damage habitat and compete with native plant communities for water resources. • Restore river channels. • Restore or enhance riparian, aquatic, and terrestrial habitat. • Improve/enhance ecological function of riverine, riparian, aquatic, or upland habitats. • Acquire resource lands including agriculture and forested. • Improve ecosystems beyond mitigation to include species recovery (i.e. restoration). **Increase Regional and Local Resiliency and Adaptability to Climate Change** • Provide habitat connectivity to allow species a better chance to adapt and habitats to survive. • Expand the urban forest to reduce heat island effects and provide air, water and public health benefits.	• Projects with no urban watershed or urban river benefit. • Projects that include acquisition of property that cannot be purchased at fair market value. • Planning only. • Operations and maintenance projects. • Programmatic projects, such as education and outreach. • Projects that exclusively fulfill mitigation requirements. • Projects that will not be completed in the allotted timelines. • Projects with bridges that are the *main* focus of the project. (Bridges *may* be an eligible component of the project as necessary to fulfill the water/habitat goals of the project.) • Renovation/restoration of structures on converted riverfront land. • Development projects contingent on future acquisition for project implementation. • Projects that include both acquisition and development (Project must be one or the other, not both.) • Projects that attempt to meet statutory conditions with landscaping instead of restoration. • Projects that are intended to correct problems caused by inadequate maintenance. • Applications that include more than one project. • Projects with multiple sites not included in one environmental review. • Design, construction, operation, mitigation, or maintenance of Delta conveyance facilities – e.g., facilities that convey water directly from the Sacramento River to the State Water Project or the federal Central Valley Project pumping facilities in the south Delta. • Projects with recreation as the *main* focus of the project. (Recreation can be part of the larger project funded by another source.)

III. SELECTION PROCESS

1. Applicants submit application through the System for Online Application Review (SOAR)
2. Applicants submit one original (with wet signature) and one copy of the complete grant application package to the State by the deadline.
3. Applications are reviewed for completeness and eligibility.
4. Incomplete or ineligible applications may not be evaluated or considered for funding, at the sole discretion of the State. (A "master" application containing several projects at more than one location is not eligible for funding. However, applicants may submit more than one application per grant round.)
5. Applications are evaluated using the established criteria and any additional funding considerations (see page 11).
6. Site visits may be scheduled prior to funding decisions.
7. Site visits are performed by a multi-disciplined team that may include specific expertise.
8. Recommendations are submitted to the California Secretary for Natural Resources.
9. Final funding decisions are determined and announced.

All information contained in the grant application is confidential until the grant awards are announced.

The State reserves the right to reject an applicant during the grant review period that is in violation of law or policy at any other public agency. Potential violations include, but not limited to, being in default of their performance requirements in other contract or grant agreements issued by the State, being engaged in or suspected of criminal conduct that could poorly reflect on or brings discredit to the State, or failing to have all required licenses to perform the State functions.

The State further reserves the right to reject any applicant who has a history of performance issues with past grants or other agreements at any public entity, including grantor.

IV. GRANT ADMINISTRATION

General Process

1. State and grantee work together to finalize cost estimate, timeline and project scope.
2. State sends grant agreement and materials for grant administration to grantee.
3. Grantee signs and returns all required copies back to the State for signature. (A fully executed copy will be returned to grantee.)
4. Grantee submits completed appraisal, purchase documents, etc., for state review (acquisition projects only).
5. Grantee commences preliminary work (planning/design/CEQA, etc.) on the project and submits requests for reimbursements, as applicable.
6. Grantee submits CEQA compliance documentation.
7. Grantee submits preliminary plans to state for review.
8. Grantee submits final site plans, bid documents, cost estimate (as applicable) for review by the State prior to commencing with construction, and verification that all required permits are secured.
9. Grantee posts signs at a visible spot on the site acknowledging source of funds.
10. Grantee commences construction work on the project and may submit payment requests for reimbursement of project expenditures.

11. State may schedule periodic on-site visits and request periodic progress reports from the grantee.
12. Grantee completes project and submits project completion documents (to be provided under separate cover).
13. State makes final project inspection and processes final payment.

Eligible Costs

Direct project-related costs incurred during the project performance period specified in the grant agreement will be eligible for reimbursement. Community outreach is an eligible component within the 25% cap for non-construction costs. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period are not eligible for reimbursement. **Overhead /indirect costs are not eligible** for reimbursement (see page 56 for definition of overhead costs).

The project scope (i.e., the activities to be completed using either 100% grant funds or a combination of grant funds and matching funds) must meet the eligibility requirements. However, grant funds need not fund all activities used to meet eligibility requirements.

Payment of Grant Funds

Funds cannot be disbursed until there is a fully-executed grant agreement between the State and grantee and satisfactory site control, including operations and maintenance agreement, has been secured. Funds for construction/implementation cannot be disbursed until CEQA / NEPA (if applicable) is completed and funding signage is installed.

Development Projects

- Payments are made on a reimbursement basis (i.e., the Grantee pays for services, products or supplies, submits invoices and proof of payment and is then reimbursed by the State). It generally takes 4-6 weeks to receive payment once a complete payment request is submitted.
- Ten percent (10%) of the amounts submitted for reimbursement may be withheld and issued as a final payment upon project completion.

Acquisition Projects

- State-approved purchase price, together with eligible acquisition costs, may be advanced into an escrow account within 60 days of close of escrow. All disbursements may be subject to a ten percent (10%) retention, withheld at the sole discretion of the State.
- The remainder of the grant, if any, shall be available on a reimbursable basis for other eligible project costs.

Site Visits

The State may make periodic visits to the project site, including a final inspection. The State will determine if the work is consistent with the approved project scope and ensure compliance with signage requirements.

Loss of Funding *(not a complete list)*

The following are examples of actions that may result in a grantee's loss of funding:

- Grantee fails to execute a grant agreement.
- Grantee withdraws from the grant program.
- Property cannot be acquired at approved fair market value.
- Grantee loses willing seller(s).
- Grantee cannot comply with CEQA/NEPA, as applicable.
- Grantee fails to submit required documentation within the time periods specified in the grant agreement.
- Grantee changes project scope without prior approval from the State.
- Grantee fails to complete the project.
- Grantee fails to demonstrate sufficient progress or is unresponsive to project status requests.

The State reserves the right to request reimbursement of any funds spent on the project, even funds that were deemed eligible costs, if the Project is not completed in accordance with the grant agreement and these guidelines.

The State reserves the right to terminate a grant agreement for any reason at any time. There are no vested rights or entitlements to funding that a grantee can or should rely upon, and once notice of termination is provided to the applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.

State Audit and Accounting Requirements

Audit Requirements

All projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. If the project is selected for audit, the grantee will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records of the grantee, as they relate to the project for which the funds were granted.

The grantee must have the project records, including the source documents and canceled checks, readily available, and provide an employee with knowledge of the project to assist the auditor. The grantee must provide a copy of any document, paper, record, or the like, requested by the auditor.

Accounting Requirements

The Grantee must maintain an accounting system that does all of the following:

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

Records Retention

Project records must be retained for a period of three (3) years after final payment is made by the State. All project records must be retained by the grantee at least one (1) year following an audit. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit. A project is considered complete upon receipt of final grant payment from the State.

V. APPLICATION INSTRUCTIONS

Preparing a Grant Application Package

Fill out the online application and print two hardcopies of the application and all required attachments (1 original, 1 copy) to be sent in by mail. Hardcopies should be bound with a binder clip only and all pages should be printed on 8½ x 11 inch paper. See page ii for instructions.

The grant application package includes:

1. Application form (see page 8)
2. Brief Project Summary - provide a brief summary of the project that includes all applicable requested information (see page 9)
3. Eligibility Checklist (see page 10)
4. Project evaluation – answer all Project evaluation questions that apply to the proposed Project (see Evaluation Criteria, beginning on page 11)
5. Required supporting materials (see page 19 for a detailed list). All supporting documents are also listed in the application package checklist (see page 23).

APPLICATION FORM

SUBMIT A SIGNED ORIGINAL AND COPY WITH YOUR HARD COPY SUBMISSION

Project Name	**Estimated Date of Completion:** _____
	Grant Amount Requested: $_____
	Estimated Total Project Cost: **$**_____ (State Grant and other Funds and In-Kind Donations)

APPLICANT/SPONSOR (with mailing address)	**Check one:** Non Profit ☐ Local Public Agency ☐ State Agency ☐ Indian Tribe ☐ Mutual Water Company ☐	**County**	**Nearest City/Town**
		Project Address (or nearest cross street)	
		Senate Dist. / **Assembly Dist.**	**US Congressional Dist.**

Applicant's Representative Authorized in Resolution (Signature required at bottom of this page)

Name: _____ Title: _____

Phone: _____ Email Address: _____

Project Manager - Person with day to day responsibility for Project (if different from authorized

Name: _____ Title: _____

Phone: Email Address:

Brief Description of Project (Summarize major activities to be Funded by this Urban Rivers Grant)	**Latitude**	**Longitude**
	Coordinates Represent:_____ Coordinates Determined Using:_____	

Name of River, Stream or Creek:

Two (2) statutory conditions	Promote Groundwater Recharge and Reuse ☐	**Project Type (Acquisition , or Devlpmt.):**_____
	Reduce Energy Consumption ☐	**Acre-feet of water captured:**_____
	Use Soils, Plants, and Natural Processes to Treat Runoff ☐	**Acres of habitat Created:**_____
	Create or Restore Native Habitat ☐	**Acres of habitat Restored:**_____
	Increase Regional and Local Resiliency and Adaptability To Climate Change ☐	**Acres of habitat Acquired**_____

I certify that the information contained in this Project application, including required attachments, is complete and accurate

Signed: _____ _____

Applicant's Authorized Representative as shown in Resolution Date

Print Name:	**Print Title:**	**Designee? Y N** **If yes, attach letter of designation from authorized representative.**

BRIEF PROJECT SUMMARY

A. Summarize the specific project for this grant request and how it meets the program goals.

B. If the proposed project is in a disadvantaged community, please describe here (evidence required):

ELIGIBILITY CHECKLIST

To help determine eligibility, prior to completing an application, answer the following questions and include the checklist with a completed application.

	Criteria	Yes/No
1.	Is the Applicant one of the entities listed below? (Mark applicable)	
	Public Agency	
	Non-profit organization 501 (c) (3)	
	Public utility	
	Federally recognized Indian tribe	
	State Indian tribe listed on the Native American Heritage Commission's California Tribal Consultation List	
	Mutual Water Company	
2.	Does the project meet at least two (2) of the statutory conditions listed on page 1?	
3.	Is the project part of a stormwater or urban greening strategy for the jurisdiction?	
4.	Is the project located in an urban area as defined? If yes, list the applicable plan covering the project area that designates or defines the area as urban. (May include, but is not limited to general plans, specific plans, or community plans). Plan Name:	
5.	If applicable, please provide the name of the Stormwater Resource Plan (or functional equivalent) that is applicable to this project. Plan Name: Lead Agency/Entity: If the project is not currently listed in the plan, a letter will need to be submitted from the Lead Agency confirming the Project is consistent with a Stormwater Resource Plan, or functional equivalent. Is a letter from the Lead Agency included in this application?	
6.	Is the project consistent with sample eligible projects listed on page 3?	
7.	Does the project provide multiple benefits?	
8.	(**Acquisitions Only**) – Will the property be purchased at fair market value?	

VI. EVALUATION CRITERIA

Answer the project evaluation questions for each section. The answers to these questions will be used to evaluate the project and should demonstrate how effectively the project meets the goals of the program.

Projects will be evaluated using the following criteria to determine an initial ranking, with a score of 130 points possible. **Points will be attributed to each section and not to individual questions.**

	Criteria	Points
1.	Project Statutory Conditions	40
2.	Sustainability *(Organization / Project)*	30
3.	Collaboration/Coordination *(jurisdictions, community organizations, community residents)*	20
4.	Project Readiness	15
5.	Additional Project Characteristics	15
6.	Leveraging of Funding Sources	10
	Total Points Possible	**130**

The State may consider other factors in the final grant awards such as, but not limited to, economic benefits, statewide significance, and the geographic distribution of bond funds. Partial funding may be considered to fully maximize grant awards.

PROJECT STATUTORY CONDITIONS

Projects must meet at least **two** of the following five statutory conditions:

- Promote Groundwater Recharge and Water Reuse
- Reduce Energy Consumption
- Use Soils, Plants, and Natural Processes to Treat Runoff
- Create, or Restore Native Habitat
- Increase Regional and Local Resiliency and Adaptability to Climate Change

Answer each of the questions listed under the two statutory conditions that best apply to the project as indicated on the application form on page 8. If the project meets additional statutory conditions, an opportunity to explain is provided under additional project characteristics on page 17.

Promote Groundwater Recharge and Water Reuse

1. How will the project promote groundwater recharge and reuse?

2. Will the project simulate natural hydrology by capturing stormwater where it falls and infiltrates? Will it be harvested and reused?

3. Describe innovative technologies or methodologies to be employed in the project that could contribute to improved efficiencies in projects throughout the State.

4. Describe how the proposed project is consistent with local or regional water management plans or other resource management plans including graywater use.

5. If applicant is an urban water supplier, how is the project consistent with the urban water management plan in accordance with the Urban Water Management Planning Act?

6. If applicant is an agricultural water supplier, how is the project consistent with the agricultural water management plan in accordance with the Agricultural Water Management Planning Act?

7. Describe the plan for public outreach to the groups that may be affected by the project.

8. Identify which local groups or other interested organizations are aware of the project and their level of support or opposition.

    - Include in the description how other local agencies whose jurisdiction or water service area is adjacent to the project location may be involved in the project.

9. Include an explanation of the need for the project. Need is determined by the general condition of the water system, current and future water supply and demand.

Reduce Energy Consumption

Water delivery, treatment, and use constitute one of the largest sources of energy demand. Projects that incorporate green infrastructure, water recycling, or filtration techniques produce verifiable water and energy savings. Applicants should demonstrate a quantifiable reduction in energy and greenhouse gas (GHG) emissions.

1. Explain how the project will reduce dependency on fossil fuel.

2. Explain how the project will reduce greenhouse gases by reducing energy demand, conserving water and promoting resource efficiencies.

3. Explain how the project will reduce the reliance on imported water by augmenting local supplies, if applicable.

Use Soils, Plants and Natural Processes to Treat Runoff

1. How will the project treat stormwater?

2. Describe generally the type of stormwater facilities in the proposal (e.g. rain gardens, planters, bio-swales, green-roof, etc.).

3. Describe how the project will capture or slow runoff by answering the following -

   - What is the estimated volume of water to be treated?

   - What is the estimate of the amount of water the project could capture during a peak flow event based on the project's soil types?

   - Explain how the design, plant selection and soil type will do the work to treat non-point source pollution.

4. How much concrete or asphalt, in square feet, will be removed as part of the project?

Create or Restore Native Habitat

1. Describe how the project will protect, restore, enhance, or preserve a riparian environment using either common or scientific names to identify elements.

2. Describe the planned stream restoration or watershed management techniques, including any biotechnical methods or other innovative methods intended.

   - For innovative approaches to stream management, describe how the approach may influence projects in the area.

   - If the project will use conventional construction materials like manufactured block or concrete, describe why these materials were selected vs. other alternatives, and how these materials will be integrated into the landscape in a natural way.

3. Describe specific riverine or riparian elements that will be established with the project, including but not limited to the following:

   - Structures: channel, riparian corridor, floodplain, terrace, pools and riffles, etc.

   - Functions: transporting sediment, forming and/or reforming bars and pools, flooding onto the floodplain, restoring habitat for threatened or endangered species, or re-establishing wildlife corridors.

   - Dynamics: re-vegetating to provide shade and erosion control on floodplain, providing food for insects or removing exotic species.

4. Is there an imminent threat to the habitat (i.e., projects planned and approved in the immediate vicinity that will preclude or conflict with the maintenance of the habitat)?

5. How will the project provide habitat for pollinators and birds?

6. One of the major challenges facing the biodiversity sector that is being exacerbated by climate change includes the accelerated spread of invasive species. Describe how the project addresses invasive and non-native plant species.

Increase Regional and Local Resiliency and Adaptability to Climate Change

Describe how the project reduces climate change vulnerability with respect to:

1. Water Supply, Reliability
2. Energy demand
3. Infrastructure
4. Sea level rise
5. Increased temperatures and extreme events (wildfires, flooding, etc.)
6. Urban heat island effects

Just as different regions of California will experience the impacts of climate change differently, so will the diverse populations of California. Will the project benefit disadvantaged communities already coping with drinking water quality and supply problems?

SUSTAINABIILITY (Organization / Project)

Entities must demonstrate their ability and willingness to complete and maintain the project according to program requirements.

Organizational Capacity:

1. Describe the applicant's experience in completing this type of project or similar projects within the scheduled timeframe and within the allowable budget.

2. Is the expertise needed for the project readily available within the applicant's organization? If not, what are the plans to acquire it?

3. Identify and describe steps to be taken and the work to be completed within the first year following the award of grant funds.

4. Explain methods used for estimating costs and in what way the project is cost-effective.

Monitoring, Reporting, Operations and Maintenance

All grant applications must include an annual monitoring and reporting component compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State board that explains how the effectiveness of the project will be measured and reported. This component will vary depending on the nature of the project, but must include an annual summary of plant mortality, percent survivorship, number replanted, and a qualitative measure of individual plant condition (poor, fair, good, excellent) by species during the plant establishment period. The grant application evaluation will assess the robustness of the proposed monitoring program. For wetland and watershed restoration and protection projects, monitoring should be consistent with the State's Wetlands and Riparian Area Monitoring Plan (WRAMP), as applicable.

1. Describe the proposed monitoring process including the data to be collected within the grant period to help determine whether the project will be effective and successful.

2. Describe how long-term monitoring, operations and maintenance will be provided over the time period required by the grant including:
   - What is the strategy for long-term maintenance?
   - Who will perform long-term maintenance?
   - Describe their experience in maintaining this type of project.
   - How will ongoing maintenance be funded?

3. If the project is easily affected by external events (e.g., weather, floods, fire or other disturbances), what is planned within the project design to ensure the sustainability of the project?

4. Is the project in an area designated as at-risk to rising sea levels? If so, it may be required to provide an assessment of the risks in the evaluation of the proposed project. What considerations and modifications have been made to the project concept to address its susceptibility to rising sea levels?

5. How will the project be protected from vandalism and deterioration?

6. What local organizations or partnerships will be assisting with ongoing operations and maintenance of the project?

COLLABORATION/COORDINATION

Collaboration with Organizations

1. Describe partnerships with nonprofit groups, citizens' groups, non-governmental organizations and public or governmental agencies and their corresponding roles.

2. How does the project incorporate participation of local agencies, nonprofits, non-governmental organizations and citizens' groups in project planning, design, or implementation?

   - Describe any work completed on the project to date by each of the groups identified above.
   - Describe any outreach efforts in bringing groups from diverse cultural backgrounds and incomes into the planning process.

3. Has it been determined whether the California Conservation Corps (CCC) and/or the California Association of Local Conservation Corps (CALCC) will be involved in the construction of the project?

   - If yes, to what extent?
   - If no, please explain. *(Note: If a determination was made that the CCC or local Corp cannot be used, please provide concurrence from the Corp.)*

4. Are there relevant local land use, watershed, water management or general plans that include the project?

   - How is the project consistent with these plans?
   - Has this project been coordinated with local land use authorities?

Community

1. Describe community involvement and support for the project, including watershed groups, appropriate business groups, landowners, local governments, environmental groups, technical experts, neighborhood associations and individual citizens, etc.

2. Has there been any opposition to the project? If so, explain the nature of the concerns and how they were addressed.

   - Describe efforts to address potential conflicts between competing user groups.

3. Explain plans to keep the community informed and involved in the project.

Project Need

1. Describe any compelling reason(s) (timing, loss of matching funds, project momentum, etc.) the grant review team should select the project:

   - Is there an urgent need to implement the project?
   - What will happen to the project site if this project does not occur?
   - Describe any future actions needed beyond the scope of this project to fully address the overall project goals.

2. Is the project a continuation of previously completed work, and if so, is this next phase crucial for the continued success of the prior work? If the previous work was funded by Agency, list the project name.

PROJECT READINESS

Development projects answer the following:
Projects that are "shovel ready" may be more competitive for funding.

1. For development projects, explain the status and timeline of each of the following:
   - Preliminary plans
   - CEQA compliance
   - Commitments from project partners, etc.
   - Plant list (Drought tolerant, predominately native, low-water usage, appropriate habitat for site, nothing larger than 15 gallon)
   - Land access/tenure agreements, permits or reviews by other agencies
   - Project mitigation requirements (permits or environmental clearance)
   - Property restrictions and/or encumbrances (including Caltrans, utilities, railroad etc.)
   - Phase I/Phase II Environmental Site Assessment including soil testing/water quality assessment as appropriate
   - If it has been identified that legacy mine operations have occurred on the property, has the Department of Conservation, Abandoned Mine Lands Program been contacted for evaluation?

2. Describe any possible factors which could significantly delay the implementation and/or completion of the project and how these factors will be addressed (e.g., permitting delays, habitat seasonal restrictions, community outreach, etc.).

3. Is there any toxic contamination resulting from prior mine-related or other industrial

activity on the property? Has a Phase I or Phase II Environmental Site Assessment been done? If so, address timing of clean-up, type of toxins and delays to project construction that might result from toxins on the site.

4. Are there other impediments on the project site (e.g., overhead or underground utilities)? If so, explain their location and nature, including any mitigation measures planned.

5. Does the applicant own the property to be developed? If not, please indicate all entities with jurisdiction and approval power over the project – e.g., county flood control agencies, Army Corp of Engineers, Southern Pacific Railroad, Southern California Edison, etc.

6. Describe any due diligence to determine whether there are any abandoned mines on or near the property? Has the Department of Conservation been consulted?

Acquisition projects answer the following:

1. Describe the actions to be taken after the acquisition is completed to develop the project. Describe the timeline to begin development (habitat or stream restoration, etc.).

2. Indicate how many parties will be involved in the transaction, their roles, and whether any party other than the applicant owns an option to buy the real property in question.

3. Address the status and timeline of all the following:
    - CEQA compliance
    - Commitments from project partners and contractors
    - Details on sale including comparable sales data
    - Appraisal
    - Preliminary title report
    - Property restrictions and/or encumbrances
    - Negotiations with a willing seller
    - Phase I/Phase II Environmental Site Assessment including soil testing/water quality assessment as appropriate
    - If it has been identified that legacy mine operations have occurred on the property, has the Department of Conservation, Abandoned Mine Lands Program been contacted for evaluation?

4. For conservation easements, describe plans for perpetual stewardship and address the ongoing funding that will be needed to support the terms and conditions of the stewardship plan.

ADDITIONAL PROJECT CHARACTERISTICS

Improving environmental quality, addressing climate change through a reduction of greenhouse gas emissions and adaptation, conserving natural resources, and improving public health are among the additional benefits that may be achieved by an urban rivers project.

1. If the project meets other statutory conditions in addition to the two conditions previously answered, please describe here.

2. If the project addresses environmental issues not previously discussed, describe here.

3. If the project is accessible to the public, how will appropriate security and safety be provided?

4. If the project is part of a larger community-wide health initiative/coalition, provide details.

5. Describe any public health agencies or groups involved in developing or promoting the project and any other public health benefits provided by the project.

6. Innovation: This program gives special consideration to projects that adopt innovative conservation, environmental, enhancement, and community involvement approaches into the design and implementation.

    - Describe how the project is innovative and creative.

    - Describe how this project is requiring an approach that is "out of the box" (paradigm shift).

    - Describe how this project might be used as a model, or easily transferred to other communities and/or organizations, or explain the unique conditions in the community that make this project a good fit.

    - Identify any unique partnerships, design parameters, performance measures, or potential outcomes planned for the project.

    - Innovative projects can generally satisfy more than two of the minimum statutory requirements. Explain how the project uses an idea or process to achieve the greatest number of environmental benefits beyond the minimum requirements.

LEVERAGING FUNDING SOURCES

Priority will be given to projects that leverage private, federal, or local funding, or produce the greatest public benefit.

1. Identify the source and amount of funds <u>currently committed</u> to the project and expected timing of funds. Cite specific dollar amounts for cash contributions, in-kind services, volunteer effort, donated labor and materials, technical expertise, etc.

2. Indicate any other grants where funding has been requested, the requested amount, and the expected notification date.

    - If funding is not received from other sources, is the requested grant amount sufficient to complete the project? Explain.

3. What other options are available to meet the project objectives if this grant request is not successful?

4. What is the contingency plan for implementation if the project is over budget?

VII. REQUIRED SUPPORTING MATERIALS

These documents will give reviewers a better understanding of what was described in the narrative. Please refer to Application Package Checklist (page 23) for the appropriate number of copies of each of the following to submit with the application package.

FOR ALL PROJECTS:

1. **Location Map** – Directional map with enough detail to allow a person unfamiliar with the area to locate the project site. Streets and other notable landmarks should be clearly marked to allow for easy identification. Maps or images must fit into an 8½" x 11" folder.

2. **USGS 1:24,000 Scale Quad Map** – Project area should be clearly marked.

3. **Site Plan** – All site plans should contain details of the property. Indicate the names and location of rivers, creeks or streams that abut or cross the property, other natural/geologic features, as well as any existing buildings and/or impediments (wells, storm drains, power lines, etc.), including exterior boundaries, public access points (if applicable) and proposed signage (bond acknowledgement signage and any interpretive signage).

   For all projects that cite stream and streamside habitat restoration as an objective, submit the following information:

   - Summary of a concept restoration plan that includes a cross-section, and plan-view and longitudinal profile of the proposed restoration project.
   - Submit the same information and views for existing conditions.
   - A list of plants that currently inhabit the site (dominant overstory and understory species) and **an appropriate local native plant species list, size included, proposed for implementation**. Please include container sizes when possible. This program will not participate in projects that include plantings more than 15 gallon and that are not appropriate for the area.
   - Any additional maps, photos, etc. that will help evaluate the benefits of the project.

   For <u>development</u> projects, the site plan should include details regarding the location of the improvements, including all amenities. Plan should be specific enough to allow someone unfamiliar with the project to visualize it in detail. Site plans of a future or master plan may be submitted but should not replace the project site plan.

4. **Photographs** – Provide up to five (5) labeled color photographs of different views of the project site reflecting <u>current</u> conditions, flooding or erosion problems, and/or the locations of restoration work. Pictures should be no larger than 8 ½ by 11 inches.

5. **Urban Water Management Plan** (if applicable) – If applicant is an urban water supplier, provide a copy of an urban water management plan in accordance with the Urban Water Management Planning Act.

6. **Agricultural Water Management Plan** (if applicable) – If applicant is an agricultural water supplier, provide a copy of an agricultural water management plan in accordance with the Agricultural Water Management Planning Act.

7. **Name of applicable Stormwater Plan and/or Letter from Lead Agency** – If the primary purpose of the project is stormwater capture, provide the name of the applicable plan listing the proposed project. If the project is not listed, provide a letter from the Lead Agency that prepared the plan verifying the proposed project meets the intent of the plan.

8. **Signed Authorizing Resolution** – Provide a signed authorizing resolution from governing board (see page 24). Certification Letter acceptable for agencies without a governing board (see page 25). Resolutions may be submitted later than the application filing deadline if the board meeting schedule prohibits the Applicant from obtaining a signed resolution at application filing. Submit the draft resolution(s) and indicate the board meeting date(s) when the resolution(s) will be adopted. Provide the adopted resolution as soon as it comes available.

9. **Other Sources of Funds** – Identify all funding sources necessary to complete the project. Indicate if funds have been committed or requested and provide evidence. Include cash contributions, In-Kind services, volunteer efforts, donated labor and materials, technical expertise, etc. Cite specific dollar amounts and the percentages of the total project funding provided from all sources.

10. **Eligibility for Nonprofit Applicants** – (if applicable) Evidence that the corporation is qualified under Section 501(c)(3) of the *Internal Revenue Service Code*. Entities must have active status with the Secretary of State.

11. **Local support** – Applicants that are not a city or county must provide evidence of collaboration and support from the applicable local jurisdiction.

    - If the project meets the groundwater recharge statutory condition, please also provide evidence of collaboration with entities working on, or have jurisdiction over water quality and supply within, or adjacent to the project location.

12. **Status of Environmental Compliance (CEQA)** – (see page 26)

13. **Disadvantaged Community** – Evidence project qualifies as a Disadvantaged Community. Provide documentation to support the Disadvantaged Community determination as defined in these guidelines (page 27).

DEVELOPMENT PROJECT ONLY:

14. **Property Data Sheet** – For development projects, complete the property data sheet for all parcels included in the project (see page 29).

15. **Assessor's Parcel Map** – Photocopy from county assessor's office, with project parcels highlighted and full parcel numbers clearly labeled.

16. **Adequate Site Control/Land Tenure** – Provide copies of documents identifying current ownership information associated with each and every parcel involved in the project.

    Examples of such documents include tax records, owner data sheets from county records, recorded deeds, title reports or other documents that verify ownership. All documents verifying ownership must have the parcel numbers clearly indicated on the document (handwritten acceptable).

If applicant does not own all of the parcels, provide a copy of an agreement that gives the applicant legal access, permission to construct and maintain the project for the required number of years, based on the size of grant requested (See page 28). For the purposes of the application, it will be sufficient to submit a letter from each landowner identifying the parcel(s), and indicating that, if awarded funding, the owner is willing to enter into a long-term agreement with the applicant to allow long-term access for construction, maintenance and public use of project on the affected parcel(s).

17. **Cost Estimate** – For development projects, provide a cost estimate reflecting all costs associated with the project. Identify costs included in the grant request and costs covered by other funding sources. Show all costs by type, unit, quantity and total dollar amount. Projects using in-house services must also detail the labor, materials and equipment costs as separate line items. Include Proposition 1 acknowledgement signage costs as an individual line item (see page 30)**.**

18. **Project Permit/Approval Status** – For development projects, indicate the types of permits necessary to complete the project, permitting submittal and acquisition status, and potential delays due to permitting (see Project Permit/Approval Status, page 33).

19. **Operations and Maintenance** – If operations and maintenance will be performed by an entity other than the applicant explain and provide evidence of concurrence from that entity, e.g., memoranda of understanding, operational agreement, letters of intent, etc., signed by all parties. If an agreement has not yet been executed, a signed letter by the other party indicating their intent to enter into such an agreement is acceptable.

20. **Corps Consultation Form** – Provide form completed by the California Conservation Corp or the local corp in project jurisdiction (see page 34).

ACQUISITION PROJECTS ONLY:

21. **Land Acquisition Form** – Submit a Land Acquisition Form for each escrow (see page 37).

22. **Assessor's Parcel Map** – Photocopy from count assessor's office, with project parcels highlighted and full parcel number clearly labeled.

23. **Evidence of Willing Seller** – For acquisitions, provide a letter from EACH landowner indicating they are a willing participant in the proposed real property transaction (see page 39). The letter should clearly identify the parcels owned by each willing seller and indicate that if grant funds are awarded, the seller is willing to enter into an agreement or negotiation for an agreement for the sale of the real property at a purchase price not to exceed fair market value.

    - If the grantee has plans to immediately transfer title to the property, a letter of agreement between the grantee and the eventual title holder must be also be included with the application. All transfers must be approved by the State.

24. **Stewardship Plan** – If acquiring a conservation easement, provide a plan describing the proposed restrictions and reservations for the easement and the funding mechanism available to support the plan.

VIII. APPENDICES

SAMPLES, TEMPLATES, and INSTRUCTIONS FOR APPLICATION

A. Application Package Checklist (page 23)

B. Resolution Template (page 24)

C. Certification Letter Requirements (page 25)

D. Environmental Compliance Summary (page 26)

E. Disadvantaged Communities Tool (page 27)

F. Site Control/Land Tenure Requirements (page 28)

G. Property Data Sheet (page 29)

H. Cost Estimate (page 30)

I. Eligible Costs (page 31)

J. Project Permit/Approval Status (page 33)

K. Corps Consultation Form (page 34)

L. Land Acquisition Form & Instructions (page 37)

M. Willing Seller Letter (page 39)

ADDITIONAL INFORMATION AND DOCUMENTS

N. Signage Guidelines (page 40)

O. Sample Memorandum of Unrecorded Grant Agreement/ Deed Restrictions (page 41)

P. Sample Grant Agreement (page 42)

Q. Urban Rivers Program Implementing Statute (page 51)

R. Glossary (page 54)

APPENDIX A: APPLICATION PACKAGE CHECKLIST

Submit one Application Package for each Project. Application Packages should be organized in the following order. Clearly number and label each item and number all pages in sequential order. The appropriate number of copies should be provided. Bind packages with binder clips only. Do not put in folders or notebooks. All items will also be submitted online through SOAR (see page ii for instructions).

Submit two (2) unbound copies (one original and one copy) of all items besides CEQA (one only)

Completed Application Form– page 8 ☐ One application form ☐ Original application form with **original signature**	☐
Brief Project Summary - page 9	☐
Eligibility Checklist - page 10	☐
Evaluation Criteria - page 11 (Limit 15 pages)	☐
Project location map - page 19	☐
USGS quad map (1:24,000 scale) - page 19	☐
Site plan (with supporting documents: cross section, plant list, etc.) - page 19	☐
Photographs - page 19	☐
Urban or Agricultural Water Management Plan and/or Letter confirmation Project consistency with Stormwater Plan or equivalent (if applicable) - page 10, 19	☐
Signed authorizing resolution *or* certification letter from CEO – page 20 ☐ Resolution Template –page 24 ☐ Certification Letter Template –page 25	☐
Other Sources of Funds - page 20	☐
Eligibility for Nonprofit Applicants - page 20	☐
Local support letters - page 20 ☐ Also include further evidence of collaboration with proper entities if meets groundwater recharge statutory condition	☐
Environmental Compliance (CEQA) – WITH ORIGINAL ONLY - page 20 ☐ Copy of minimum required CEQA documents listed on Summary –page 26	☐
Evidence of Disadvantaged Area (if applicable)- page 20, 27	☐

For Development Projects: Also submit two (2) unbound copies (one original and one copy)

Property Data Sheet – page 20, 29	☐
Assessor's Parcel Map(s) of all parcels - page 20	☐
Adequate site control/land tenure - page 20, 28 Proof of ownership (tax rolls, grant deed, etc.)	☐
Cost estimate (Development Projects) - page 21, 30	☐
Project permit / approval status –page 21, 33	☐
Operations & maintenance documents- page 21	☐
Consultation Form from CCC or local corps - page 21, 34	☐

For Acquisition Projects: Also submit two (2) unbound copies (one original and one copy)

Land Acquisition form - page 21, 37	☐
Assessor's Parcel Map(s) of all parcels - page 21	☐
Evidence of Willing Seller (Willing Seller Letter or Purchase Option Agreement) **–**page 21, 39	☐
Stewardship Plan (Conservation Easements) - page 21	☐

APPENDIX B: RESOLUTION TEMPLATE

Resolution No: _____

RESOLUTION (*GOVERNING BODY OF APPLICANT*)
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA URBAN RIVERS GRANT PROGRAM UNDER THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (Proposition 1)

_____

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the_____(Governing Body)

1. Approves the filing of an application for the (*name of the Project*);

2. Certifies that Applicant understands the assurances and certification in the application; and,

3. Certifies that Applicant or title holder will have sufficient Funds to operate and maintain the Project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,

6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and

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

Approved and adopted the _____day of _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the _____. (*Governing Body*)

Following Roll Call Vote: Ayes: _____
Nos: _____
Absent: _____

_____
Clerk/Secretary for the Governing Board

APPENDIX C: CERTIFICATION LETTER REQUIREMENTS

If an Applicant does not have a governing board, a certification letter from the organization's Director or Chief Executive Officer must be furnished. The letter must include the following:

1. Approve the application for grant funds from the Urban Rivers Grant Program under the *Water Quality, Supply and Infrastructure Improvement Act of 2014*.

2. Approve the filing of an application for the project.

3. Certify that the applicant understands the assurances and certification in the application.

4. Certify that Applicant or title holder has or will have sufficient funds to operate and maintain the project(s).

5. Certify that the project will comply with any laws and regulations that apply to Development Projects including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for prevailing wages, building codes, health and safety codes, and disabled access laws.

6. Certify that prior to commencement of construction all applicable permits will have been obtained.

7. Certify that it will comply with all provisions of Section 1771.5 of the California Labor Code.

8. Certifies that Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1.

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

10. Contain the signature of the Director or Chief Executive Officer and date of signature.

APPENDIX D: ENVIRONMENTAL COMPLIANCE SUMMARY

To demonstrate compliance with the California Environmental Quality Act (CEQA) Public Resources Code, Sections 21000 et seq. Applicants must submit one of the following (A draft is acceptable for application purposes):

a) Notice of Exemption stamped by the county clerk if the project is categorically exempt.

b) Negative Declaration and Initial Study including the checklist and Notice of Determination stamped by the county clerk or State Clearinghouse with the State Clearinghouse response, as applicable.

c) Final Environmental Impact Report with Initial Study including the checklist and Notice of Determination with State Clearinghouse response.

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

d) A current and complete Initial Study with a description of how the grantee will complete CEQA compliance within one year from date of grant agreement. Remaining CEQA requirements may be met as part of the grant work plan. However, grant funds for construction or acquisition will be available only after the project is in compliance with CEQA and other environmental laws. Funds for planning and document preparation may be available sooner if included in the grant work plan.

e) For projects included in a Master Environmental Impact Report (MEIR), CEQA compliance shall include a copy of the subsequent Initial Study for the proposed project together with a copy of the Notice of Determination, stamped by the county clerk or State Clearinghouse, as applicable.

   Where a lead agency cannot make the findings required in Section 21157.1 Subdivision (c) of the California Public Resources Code for a subsequent Project, CEQA compliance shall include a copy of the Mitigated Negative Declaration or Environmental Impact Report.

APPENDIX E: DISADVANTAGED COMMUNITIES TOOL

For the purposes of this program, the project must be primarily or substantially within, adjacent to, or a half mile from the geographic boundary of the disadvantaged community to be considered "serving" the disadvantaged community.

To determine if the project is located within or serves a disadvantaged community, the following should be assessed:

- The project must serve communities located adjacent to or within a half mile of the project area.
- If the communities located within, immediately adjacent to or within a half mile of the project area have a median household income (MHI) of less than $ 47,942 (or 80% of the statewide annual median household income), the community is considered **disadvantaged**.

Accessing Census Data for Project Service Area:

Applicants may use California State Parks' Community Fact Finder to pinpoint the project service area (within ½ mile radius) and determine its MHI using the following steps:

1. Open http://www.parksforcalifornia.org/communities to access California State Parks' Community Fact Finder. While the Fact Finder has many demographics, for purposes of this program, a disadvantaged community is based on income.

2. Once in the Community Fact Finder, obtain MHI data for the project area by (1) entering the project site address or (2) placing a pin on the desired location on the map.

    a) If the project site has a specific address, click in the box that says "Type Project Address", type the address and click "Go." This brings up the map of the project area. The red circle represents a ½ mile radius around the Project address. To submit the MHI information for the project service area, click "Get Report", save and print the PDF report, and submit with the grant application as required in the What to Submit section.

    b) If the project does not have a specific address but will serve a specific neighborhood, parts of the city or county, etc., you must use "drop a pin" function. Zoom the map using +/- symbols or your mouse scroll wheel (you can pan the map by clicking your mouse and dragging. When the area of the project fills most of the map frame, click the blue pin on the left side of the screen and click the center of the project location on the map. Once you have the project area correctly defined, click the green "Get Report" button, then save and print the PDF report, and submit it with the grant application.

APPENDIX F: SITE CONTROL/LAND TENURE REQUIREMENTS

The State recognizes that specific activities may change over time; however all uses on the Project property must remain compatible with the Urban Rivers Grant Program in accordance with the following requirements:

Acquisition Projects -
The grantee or grantee's successor in interest shall hold the real property in perpetuity only for the purpose for which the grant was made and make no other use or sale or other disposition of the property without the written permission of the State.

Development Projects -
The grantee shall be required to maintain and operate the property developed pursuant to this grant for a period of:

a. Up to 10 years for grants up to $100,000
b. At least 20 years for grants up to $1 million
c. At least 25 years for grants over $1 million

All Projects

- A document must be recorded against the real property that defines the State's interest in the property whether the grantee owns the property or not. Exceptions may be granted as appropriate and at the sole discretion of the State. A copy of the full grant terms and conditions may be obtained by contacting our office.

- The grantee shall not use or allow the use of any portion of the real property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere) without the written permission of the State.

- The grantee shall not use or allow the use of any portion of the real property as security for any debt.

- With the approval of the State, the grantee or the grantee's successor in interest in the property may enter into an agreement with another party to maintain and operate the property in accordance with this program. At a minimum, the agreement must do the following:

    1. Clearly spell out the roles of each party in detail,
    2. Be signed by both parties signifying their acceptance,
    3. Not terminate prior to the length of site control/land tenure required by the grant agreement (only agreements that allow early termination for cause or by mutual consent will be acceptable) and,
    4. Include language that the grantee would resume responsibility for ongoing operations and maintenance in the event of cancellation.

- Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

APPENDIX G: PROPERTY DATA SHEET

Use the Property Data Sheet to list the owner(s) of all parcels included in the proposed project. Indicate and attach all required documents including any clarifying comments below. Attach additional sheets if necessary.

No	Owner Name	Assessor Parcel Number(s)	Acreage	If parcel(s) owned by Applicant(s), indicate type of ownership			For all parcels, indicate document used to demonstrate ownership and attach a copy of each document-clearly labeled with the APN-to this document	If parcel(s) not owned by Applicant(s) indicate document verifying Permission to Develop and attach					Entity to perform O&M	# of years O&M to be performed
				Fee Simple	Easement	Other (describe)	Proof of Ownership (tax bill, grant deed, etc.)	O&M Agreement	Lease	JPA	Letter from Owner	Other (describe)		
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

Comments:

Total Number of Parcels: _____ **Total Number of Acres:** _____

APPENDIX H: SAMPLE COST ESTIMATE FORM FOR DEVELOPMENT URBAN RIVERS PROJECTS

Water Quality, Supply, and Infrastructure Improvement Act of 2014 – Proposition 1

Attach the proposed budget. Where possible, quantify the components of the project (e.g. labor, materials, etc), the lateral and linear extent of restoration work, labor, materials, and equipment requirements. Indicate tasks to be funded by Urban Rivers and by other sources, as well as In-Kind contributions. All cost elements included should be clearly described in the project application.

Project Elements (SAMPLE ONLY)	**Unit Price**	**Units**	**Quant.**	**Total Project Costs**	**Urban Rivers Grant**	**Local Contributions (Specify)**	**Other Funding Source(s) (Specify)**
NON-CONSTRUCTION COSTS							
Direct Project Management & Administration							
Staff Time (direct costs only)		Hrs					
Incidental Charges	LS	LS	LS		**Ineligible**		
Consultants							
Subtotal – Direct Management							
Planning, Design & Permitting							
Staff Time (direct costs only)		Hrs					
Consultants							
Permit Costs	LS	LS	LS				
Subtotal - Planning, Design & Permitting							
CEQA Compliance (if applicable)							
Staff Time (direct costs only)		Hrs					
Consultants							
Subtotal – CEQA							
SUB-TOTAL Non-Construction Costs (not to exceed 25% of grant)							
CONSTRUCTION COSTS							
Implementation/Construction – Contracted							
Installed cost (Calif. Conservation Corps) planting							
Installed cost (Calif. Conservation Corps) trail							
Implementation/Construction – Applicant							
Component Y							
Labor (Applicant's personnel/direct costs only)		Hrs					
Materials							
Equipment							
Component Z							
Labor (Applicant's personnel/direct costs only)		Hrs					
Materials							
Equipment							
***SUB- TOTAL* Construction Costs**							
Contingency (not to exceed 10% of grant)							
PROJECT GRAND TOTAL:							

Category listing should be detailed and customized to fit the project proposal. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The unit price multiplied by the quantity equals the Total Project Costs column. The Urban Rivers Grant and Other Funding Sources should also sum to the Total Project Costs column. LS = Lump Sum.

APPENDIX I: ELIGIBLE COSTS

Direct project-related costs incurred during the project performance period specified in the grant agreement will be eligible for funding. All eligible project costs must be supported by appropriate documentation. **Costs incurred outside of the project performance period, and overhead rates/costs <u>are not eligible for reimbursement</u>** (see page 56 for definition of overhead costs).

Any project financed with funds made available by the *Water Quality, Supply, and Infrastructure Improvement Act of 2014* (Proposition 1) must comply with all provisions of the California Labor Code. Include prevailing wages in the cost estimates, as/if applicable. Refer to the Department of Industrial Relations' Division of Labor Statistics and Research Web site at http://www.dir.ca.gov/DLSR/PWD/index.htm for general prevailing wage determinations. For questions regarding prevailing wage, contact Department of Industrial Relations.

A. Development

Project Management – Up to 25 percent (25%) of the grant funds may be spent on non-construction costs (CEQA compliance, environmental impact reports and assessments, planning and design, utility coordination, architecture and engineering, construction plans, bid preparation, direct project administration and management).

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

Construction - All necessary labor and construction activities, from site preparation (including demolition, excavation, grading, soil/water testing, monitoring during construction, on-site/field supervisor, etc.) to the completion of the project are eligible costs.

Equipment owned by the grantee may be charged to the project for each use. Equipment use charges must be made in accordance with the grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation or local prevailing rental rates may be used as a guide.

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

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

Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than paid by the grantee. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, a structure or a part of a structure, the costs that are charged as supplies and

materials may be capitalized according to the grantee's normal practice or policy. If capitalized, only that cost reasonably attributable to the project may be claimed under the project.

Other expenditures - In addition to the major categories of expenditures, funding may be provided for miscellaneous costs necessary for execution of the project at the discretion of the State. Some of these costs may include:

- Premiums on hazard and liability insurance to cover personnel and/or property.
- Work performed by another section or department of the grantee's agency that can be documented as direct costs to the project. (See requirements above under personnel or employee services).
- Transportation costs for moving equipment and/or personnel.

B. Acquisition

Costs of acquiring real property are eligible and include the purchase price of the property at the approved fair market value, appraisals, surveys for boundary adjustments, preliminary title reports, escrow fees and title insurance fees. Direct staff and consultant costs are limited to $10,000 per grant. Costs of obtaining state approvals of purchase price and transaction reviews from the Department of General Services are also allowable.

Relocation costs are allowable for acquisition projects that result in displacement of any person and/or business. Grantee must comply with the State Relocation Act requirements (Government Code, Chapter 16, Section 7260 et seq.), even if relocation costs are not claimed for funding as part of the grant request.

For acquisitions that include property with legacy mining, associated costs will be assessed and approved on a case by case basis.

C. All Projects

Contingency – Up to 10% of the grant may be budgeted for contingency costs. All such costs must be eligible per these guidelines. Contingency funds may not be used to increase the amount of funds used for project management beyond the 10 % maximum nor any other caps set forth in the guidelines.

Signs and interpretive aids – Costs include construction of exhibits, kiosks, display boards or signs located at and communicating information about the project and the costs of required acknowledgement signs (see page 40).

APPENDIX J: PROJECT PERMIT/APPROVAL STATUS

List is not all inclusive. It is Grantee's responsibility to comply with all applicable permits.

Permitting Agency	Type of Requirement	Required?	Applied?	Acquired?	Date Anticipated
State Agencies:					
California Department of Fish and Wildlife	Streambed Alteration Agreement Permit (Section 1600)	☐	☐	☐	
California Department of Fish and Wildlife	Incidental Take Permit	☐	☐	☐	
CalTrans	Encroachment Permit	☐	☐	☐	
Coastal Commission	Coastal Development Permit	☐	☐	☐	
Coastal Commission	Letter of Consistency	☐	☐	☐	
Regional Water Quality Control Board	401 Water Quality Certification or Waste Discharge Requirement	☐	☐	☐	
State Water Resources Control Board	Water Rights Permit	☐	☐	☐	
State Water Resources Control Board	General Industrial Storm Water Permit	☐	☐	☐	
Central Valley Flood Protection Board	Permission to Encroach on Waterways within Designated Floodways	☐	☐	☐	
State Lands Commission	Permit required if using State owned property	☐	☐	☐	
State Office of Historic Preservation	Cultural Resources-Submission of findings to State Historic Preservation Officer (National Historic Preservation Act, Section 106)	☐	☐	☐	
Federal Agencies					
U.S. Fish and Wildlife Service (USFWS)	Section 7 consultation if federal nexus (see ACOE), or Section 10 Permit	☐	☐	☐	
U.S. Army Corps of Engineers (ACOE)	Clean Water Act, Section 404 Permit, will consult w/USFWS & NMFS Section 7	☐	☐	☐	
U.S. Army Corps of Engineers	Rivers and Harbors Act, Section 10 Permit	☐	☐	☐	
U.S. Coast Guard / U.S. Army Corps of Engineers	Rivers and Harbors Act, Section 9 Permit	☐	☐	☐	
U.S. National Resources Conservation Service	Consultation	☐	☐	☐	
National Marine Fisheries Service (NMFS)	Section 7 consultation if federal nexus see ACOE, or Section 10 Permit	☐	☐	☐	
Local and Regional Planning Agencies					
City/County	Grading Permit	☐	☐	☐	
City/County	Environmental Health Department	☐	☐	☐	
San Francisco Bay Conservation and Development Commission	Any relevant permit	☐	☐	☐	
Tahoe Regional Planning Agency	Any relevant permit	☐	☐	☐	
Local Resource Conservation District	Consultation	☐	☐	☐	
Flood Control Districts	Floodway & Hydrological Analysis	☐	☐	☐	
Others (e.g., CalRecycle, State Contractors Board, State Lands Commission):					

Describe any potential delays due to permitting (indicate specific permits):

APPENDIX K: CORPS CONSULTATION FORM

California Conservation Corps and Certified Community Conservation Corps

Proposition 1 - Water Bond Guidelines – Chapter 6

Corps Consultation Process

This process has been developed to ensure compliance with Division 26.7 of the Water Code, Chapter 6, Section 79734 that specifies the involvement of the California Conservation Corps (CCC) and the certified community conservation corps (as represented by the California Association of Local Conservation Corps-CALCC).

Section 79734 states "For restoration and ecosystem protection projects funded pursuant to this chapter, the services of the California Conservation Corps or a local conservation corps certified by the California Conservation Corps ***shall*** **be used whenever feasible**."

Applicants for funds to complete restoration and ecosystem protection projects shall consult with representatives of the CCC AND the CALCC, the entity representing the certified community conservation corps, to determine the feasibility of the Corps participation. Unless otherwise exempted (see notes below), Applicants that fail to engage in such consultation should not be eligible to receive Chapter 6 funds. CCC and CALCC have developed the following consultation process for inclusion in Prop 1 – Chapter 6 project and/or grant program guidelines:

Step 1: Applicants are encouraged to reach out to both Corps early in the process as they're developing the proposal to determine how Corps can be included. Applicant prepares the following information for submission to both the CCC and CALCC:

- Project Title
- Project Description (identifying key Project activities and deliverables)
- Project Map (showing Project location)
- Project Implementation estimated start and end dates

Step 2: Applicant submits the forgoing information via email concurrently to the CCC AND CALCC representatives:

California Conservation Corps representative:
Name: Nick Martinez
Email: Prop1@ccc.ca.gov
Phone: (916) 341-3157

California Association of Local Conservation Corps representative:
Name: Dominique Lofton
Email: inquiry@prop1communitycorps.org
Phone: 916-426-9170 ext. 0

Step 3: Within five (5) business days of receiving the project information, the CCC and CALCC representatives will review the submitted information, contact the Applicant if necessary, and respond to the Applicant with a Corps Consultation Review Document (template attached) informing them:

(1) It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project; or

(2) It is feasible for the CCC and/or certified community conservation corps services to be used on the project and identifying the aspects of the project that can be accomplished with Corps services.

Note: While the Corps will take up to 5 days to review projects, Applicants are encouraged to contact the CCC/CALCC representatives to discuss the Corps' project costs and feasibility **early in the project development process**.

The Corps cannot guarantee a compliant review process for applicants who submit project information fewer than 5 business days before a deadline.

Step 4: Applicant submits application to funder that includes Corps Consultation Review Document. If the Corps determines their participation is feasible, the applicant must describe the project components involving Corps in the application and provide an estimated budget for that component.

Step 5: Funder reviews applications. Applications that do not include documentation demonstrating that the Corps have been consulted will be deemed "noncompliant" and will not be considered for funding.

NOTES:

1. The Corps already have determined that it is not feasible to use their services on projects that solely involve planning, acquisition, or scientific studies with no field work. Therefore, applicants seeking funds for such projects are exempt from the consultation requirement and should check the appropriate box on the Consultation Review Document and submit the completed form as part of their application. A completed Consultation Review Document must be submitted as part of the application in all instances.

2. An applicant that has been awarded funds to undertake a project where it has been determined that Corps services can be used must thereafter work with either the CCC or CALCC to develop a scope of work and enter into a contract with the appropriate Corps. Unless otherwise excused, failure to utilize a Corps on such a project will result in funding entities assessing a scoring penalty on the applicant's future applications for Chapter 6 funds.

California Conservation Corps and Certified Community Conservation Corps

Proposition 1 - Water Bond

Corps Consultation Review Document - 2016

Unless an exempted project, this Corps Consultation Review Document must be completed by California Conservation Corps and Certified Community Conservation Corps staff and accompany applications for Projects or grants seeking funds through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Non-exempt applications that do not include this document demonstrating that the Corps have been consulted will be deemed "noncompliant" and will not be considered for funding.

1. Name of Applicant:

   Project Title:

   Department/Conservancy to which is applying for funding**:**

To be completed by Applicant:
Is this application solely for planning, acquisition or a scientific study with no field work?

- ☐ Yes (application is exempt from the requirement to consult with the Corps. Applicant submits completed form as part of the application)
- ☐ No (proceed to #2)

To be completed by Corps:
This Consultation Review Document is being prepared by:

- ☐ The California Conservation Corps (CCC)
- ☐ California Association of Local Conservation Corps (CALCC)

2. Applicant has submitted the required information by email to the CCC and CALCC:
   - ☐ Yes (Applicant has submitted all necessary information to CCC and CALCC)
   - ☐ No (Applicant has not submitted all information or did not submit information to both Corps – application is deemed non-compliant)
3. After consulting with the Project Applicant, the CCC and CALCC has determined the following:
   - ☐ It is NOT feasible for CCC and/or CALCC services to be used on the project (deemed compliant)
   - ☐ It is feasible for the CCC and/or CALCC services to be used on the project and the following aspects of the project can be accomplished with Corps services (deemed compliant). _____

     _____

CCC AND CALCC REPRESENTATIVES WILL RETURN THIS FORM AS DOCUMENTION OF CONSULTATION BY EMAIL TO APPLICANT WITHIN FIVE (5) BUSINESS OF RECEIPT AS VERIFICATION OF CONSULTATION. APPLICANT WILL INCLUDE COPY OF THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

IF THE CORPS DETERMINE IT IS FEASIBLE TO USE THEIR SERVICES ON THE PROJECT, APPLICANT WILL COORDINATE WITH CORPS TO DEVELOP ESTIMATED COSTS FOR THOSE SERVICES FOR INCLUSION IN THE BUDGET.

APPENDIX L: LAND ACQUISITION FORM

Water Quality, Supply, and Infrastructure Improvement Act of 2014
Proposition 1 - California Urban Rivers Grant Program

(Complete one form for **each escrow**)

Project Title:			
Assessor's Parcel Number(s):	**Acreage**	**Fee Title or Easement**	**Willing Seller Name and Address**

ACQUISITION COST ESTIMATE				
	Total Costs	**Urban Rivers Grant**	**Other Sources of Funds (specify by name)**	
Estimated Fair Market Value of property				
Relocation Costs				
Preliminary Title Reports, Appraisal				
Escrow Fees, Title Insurance, Closing Costs				
Surveying (limited to boundary line adjustment)				
Direct costs (staff and consultants) – limited to $10,000 per grant				
State approval costs of appraisal, transaction review etc.				
Contingency (Not to exceed 10% of total grant)				
Required signage				
Other (Specify)				
Grand Total				

Acquisition Schedule	**Timeframe**	**Comments**
Complete Appraisal		
Submit appraisal and title report for State review		
Submit instruments of conveyance, etc.		
Close of escrow (submit all final closing documents specified in the Grant Agreement)		
Install Bond Acknowledgement Sign		
Close-out		

LAND ACQUISITION FORM, Continued - INSTRUCTIONS

Complete a separate form for each escrow.

1. **Estimated Fair Market Value of Land and Improvements** – Provide an estimate for each parcel. On a separate sheet, describe existing improvements and explain the proposed use or disposition.

   Note: The State must approve the fair market value of the acquisition.

2. **Relocation Costs** – Attach additional pages as needed. Provide a parcel-by-parcel analysis of the extent of the relocation assistance required by Government Code and the *State Relocation Act*, Chapter 16, Section 7260.

   Include at a minimum:
   a. Number of persons/businesses displaced.

   b. Types of displaced entities (families, small retail businesses, large wholesale or manufacturing enterprises, farms, churches, hospitals, etc.).

   c. Tenure (month-to-month rent, long-term lease or fee title) of the displaced entities.

   d. Special problems inherent in relocating the displaced entities (lack of adequate replacement housing, large inventory of merchandise to be moved, or unique quality of the enterprise difficult to duplicate at any other location).

3. **Preliminary Costs** – Provide an estimate of the preliminary acquisition costs. Direct staff and consultant costs are limited to $10,000 per grant. For acquisitions that include property with legacy mining, associated costs will be assessed and approved on a case-by-case basis.

4. **Cost of State Approval of Appraisal, Transaction Review, etc.** – For cost estimation purposes, use $10,000 per escrow.

5. **Contingency** – Grantees are allowed to use ten percent (10%) for contingency to cover unexpected eligible costs.

6. **Required Signage** – Provide an estimated cost of required signage (see page 40).

7. **Other** – Include any additional tasks directly related to the proposed acquisition.

8. **Acquisition Timeline –** Provide the estimated dates of completion for each acquisition task. (Grantee should submit evidence of progress on the acquisition, e.g. appraisal, title report, purchase documents, correspondence with owner, etc., within 6 months of grant execution.) All escrows must close concurrently.

APPENDIX M: WILLING SELLER LETTER (If Purchase Option Agreement not available)
(For acquisition projects only)

All acquisition application packages must include willing seller letters from each legal owner. The letter must include the following information and be signed and dated from the legal owner(s) of each parcel to be acquired.

(Sample -- Willing Seller Letter)

Date:

To: California Natural Resources Agency
California Urban Rivers Grant Program

From: Name(s) of Legal Owner (*Trust, etc.)*
Address of Legal Owner(s)

Re: Parcel numbers:
County:
Property Address:

To Whom It May Concern:

This letter is provided to confirm that (*name of owner, trust, etc.*), owner of the above referenced property, is a willing participant in the proposed real property transaction. Should grant Funds be awarded to the grant Applicant (*name of grant Applicant*), then (*name of owner, trust, etc.*), as Seller, is willing to enter into negotiations for the sale of the real property for a purchase price not to exceed Fair Market Value.

Acknowledged:

_____ _____
Signature of land owner (trustee, etc.) *Date signed*

APPENDIX N: SIGNAGE GUIDELINES

Types of Signs

1) Construction - A sign acknowledging the funding source is required during construction.

2) Post Completion - All grantees are required to post a sign at the project site upon completion of the project. The sign must be available for the final inspection of the project and be in place for a minimum of four (4) years from date of project completion. There is no minimum or maximum size other than the minimum size for the logo as long as the sign contains the required wording.

   If appropriate, the same sign can be used during construction and completion.

Language for Signs

All signs will contain the following minimum language:

Project Title/Description

Another Project to Safeguard California's Water
Funded by voter-approved Proposition1 through the
California Natural Resources Agency

EDMUND G. BROWN, JR., GOVERNOR
John Laird, Secretary for Natural Resources

The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must contain the universal logo for the Infrastructure Improvement Act. This Proposition 1 logo is available at http://resources.ca.gov/Bonds_and_grants/logos/. The logo must be mounted in an area to maximize visibility and durability. Each edge of the logo itself must be a minimum of 1' X 1'. Exceptions may be approved when appropriate at the discretion of the State.

Sign Construction

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

Sign Cost

The cost of the sign(s) is an eligible project cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or where affected by local sign ordinances, the grants administrator in consultation with the grantee may authorize a sign that is appropriate to the project in question.

Signs on State Highways

Signs placed within the State highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. For locations, visit http://www.dot.ca.gov/localoffice.htm.

State Approval

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

APPENDIX O: SAMPLE MEMORANDUM OF UNRECORDED GRANT AGREEMENT/ DEED RESTRICTIONS

Note: Deed Restriction is to be recorded at project completion. Do NOT include in application.

Recording requested by, and)
when recorded, return to:)
State of California)
Natural Resources Agency)
Bonds & Grants)
1416 Ninth Street, Suite 1311)
Sacramento, CA 95814)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 20____, is recorded to provide notice of an agreement between the State of California, by and through the Natural Resources Agency ("Agency") and

_____
("Grantee").

RECITALS

- On or about _____, _____, Agency and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Grant"), pursuant to which Agency granted to Grantee certain Funds for the Acquisition of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").

- Under the terms of the Grant, Agency reserved certain rights with respect to the Real Property.

- Grantee desires to execute this Memorandum to provide constructive notice to all third parties of certain Agency reserved rights under the Grant.

NOTICE

- The Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

- The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

- The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

- For additional terms and conditions of the Grant, reference should be made to the Grant Agreement, which is on file with the Natural Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, California 95814.

GRANTEE:

By:_____

APPENDIX P: SAMPLE GRANT AGREEMENT

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name:

Project Title:

Agreement Number:

Authority:

Program:

PROJECT DESCRIPTION

This Project will develop XXXX

A detailed Project Scope and activities, Project schedule and Project Budget are described and attached hereto as Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the Funds pursuant to the California Urban Rivers Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.

2. As conditions precedent to the State's obligation to make any construction Funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by XXXX, 20XX.

3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat Restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

4. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Act" means Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014.

2. The term “Acquisition ” means obtaining a fee interest or any other interest, including Easement, leases, and Development rights.

3. The term “Agreement” means this Grant Agreement.

4. The term “Application” means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by Applicant to the Natural Resources Agency prior to award.

5. The term “Application Guidelines” means the California Urban Rivers for Sustainable Communities Grant Program Grant Guidelines and Application.

6. The term “Development” means improvement, rehabilitation, Restoration, Enhancement, preservation, protection and interpretation or other similar activities.

7. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

9. The term “Grant Agreement” means a contractual arrangement between the State and Grantee specifying the payment of Funds by the State for the performance of specific Urban Rivers Project objectives within a specific Project Performance Period by the Grantee.

10. The term "Grantee" means an Applicant who has a signed agreement for Grant Funds.

11. The term “Interpretation” means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term “Other Sources of Funds” means cash or In-Kind contributions that are required or used to complete the urban Rivers Project beyond the Grant Funds provided by this Agreement.

13. The term “Payment Request Form” means Form RA212.

14. The term "Project" means the Acquisition or Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.

15. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.

16. The term “Project Scope” means the description or activity for work to be accomplished by the Urban Rivers Project.

17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional Funds that may be necessary to complete the Project.

3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 20XX.**

4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant Funds for Planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

   Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the Project continues to meet all objectives of the Urban Rivers for Sustainable Communities Grant Program and is consistent with the intent cited in the original Application.

   If a Grantee's Project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the Grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., Planning, design, etc.), or (2) relinquishing any Planning/design documents, including all copies, reproductions, and variations resulting from said Funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor’s license) will have been obtained.

7. Grantee shall provide access to the State upon 24 hours-notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the

State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any Acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.

11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.

   b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures Funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any Funds spent on the Project, even Funds deemed eligible costs, if the Project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of Funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.

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

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

4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 20XX.**

5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

7. Grantee must report to the State all sources of other Funds for the Project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to Funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.

2. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any State or federal law or policy by Grantee which affects performance of this or any other Grant Agreement or contract entered into with the State.

3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of Funding authorized in this Agreement.

4. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

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

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

7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, Enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

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

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

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

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose Funded pursuant to this Grant for a minimum of XX YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property Funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.

6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

I. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

J. Severability

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

K. Waiver

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

L. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

M. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must State the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or

designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

N. Audit Requirements

Urban River Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

APPENDIX Q: URBAN RIVERS PROGRAM IMPLEMENTING STATUTE

WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014
CHAPTER 188, STATUTES OF 2014

Division 26.7. This Division shall be known, and may be cited, as the Water Quality, Supply, and Infrastructure Improvement Act of 2014.

Chapter 2

79701.

The people of California find and declare all of the following:

(a) Safeguarding California's supply of clean and safe water for homes, businesses, and farms is an essential responsibility of government, and critical to protecting the quality of life for all Californians.
(b) Every Californian should have access to clean, safe, and reliable drinking water.
(c) California has been experiencing more frequent and severe droughts and is currently enduring the worst drought in 200 years. These droughts are magnifying the shortcomings of our current water infrastructure.
(d) California's water infrastructure continues to age and deteriorate. More than 50 years ago, Californians approved the construction of the State Water Project. In recent decades, however, that infrastructure has proven inadequate to meet California's growing needs.
(e) This measure provides funding to implement the three objectives of the California Water Action Plan which are more reliable water supplies, the restoration of important species and habitat, and a more resilient and sustainably managed water infrastructure.
(f) Developing and guarding our water resources is critical for California to maintain vibrant communities, globally competitive agriculture, and healthy ecosystems.
(g) Encouraging water conservation and recycling are commonsense methods to make more efficient use of existing water supplies.
(h) Sustainable water management in California depends upon reducing and reversing overdraft and water quality impairment of groundwater basins. Investments to expand groundwater storage and reduce and reverse overdraft and water quality impairment of groundwater basins provide extraordinary public benefit and are in the public interest.
(i) Protecting lakes, rivers, and streams, cleaning up polluted groundwater supplies, and preserving water sources that supply the entire State are crucial to providing a reliable supply of water and protecting the State's natural resources.
(j) The Water Quality, Supply, and Infrastructure Improvement Act of 2014 provides a comprehensive and fiscally responsible approach for addressing the varied challenges facing California's water resources.

79702.

For purposes of this chapter, the following terms have the following meanings:

(a) "Acquisition" means obtaining a fee interest or any other interest in real property, including, easements, leases, water, water rights, or interest in water obtained for the purposes of instream flows and Development rights.
(b) "Stormwater" has the meaning set forth in subdivision (e) of Section 10573.
(c) "Nonprofit Organization" means an organization qualified to do business in California and qualified under Section 501(c)(3) of Title 26 of the United States Code.
(d) "Public Agency" means a State agency or department, special district, joint powers authority, city, county, city and county, or other political subdivision of the State.
(e) "Secretary" means the Secretary of the State Resources Agency.

(f) “Economically distressed area” means a municipality with a population of 20,000 persons or less, a rural county, or a reasonably isolated and divisible segment of a larger municipality where the segment of the population is 20,000 persons or less, with an annual median household income that is less than 85 percent of the Statewide median household income, and with one or more of the following conditions as determined by the department:
(1) Financial hardship.
(2) Unemployment rate at least 2 percent higher than the statewide average.
(3) Low population density.

79712.
(a) Eligible Applicants under this division are public agencies, nonprofit organizations, public utilities, federally recognized Indian tribes, State Indian tribes listed on the Native American Heritage Commission’s California Tribal Consultation List, and mutual water companies.
(b) (1) To be eligible for funding under this division, a project proposed by a public utility that is regulated by the Public Utilities Commission or a Mutual Water Company shall have a clear and definite public purpose and shall benefit the customers of the water system and not the investors.
(c) (2) To be eligible for funding under this division, an urban water supplier shall adopt and submit an urban water management plan in accordance with the Urban Water Management Planning Act (Part 2.6 (commencing with Section 10610) of Division 6).
(d) (3) To be eligible for funding under this division, an agricultural water supplier shall adopt and submit an agricultural water management plan in accordance with the Agricultural Water Management Planning Act (Part 2.8 (commencing with Section 10800) of Division 6).
(e) (4) In accordance with Section 10608.56, an agricultural water supplier or an urban water supplier is ineligible for funding under this division unless it complies with the requirements of Part 2.55 (commencing with Section 10608) of Division 6.

79730.
(Chapter 6) The sum of one billion four hundred ninety-five million dollars ($1,495,000,000) shall be available, upon appropriation by the Legislature from the fund, in accordance with this chapter, for competitive grants for multi-benefit ecosystem and watershed protection and restoration projects in accordance with statewide priorities.

79735.
(a) Of the funds authorized by Section 79730, one hundred million dollars ($100,000,000) shall be available, upon appropriation by the Legislature, for projects to protect and enhance an urban creek, as defined in subdivision (e) of Section 7048, and its tributaries, pursuant to Division 22.8 (commencing with Section 32600) of, and Division 23 (commencing with Section 33000) of, the Public Resources Code and Section 79508.
(b) (1) Of the funds authorized by Section 79730, twenty million dollars ($20,000,000) shall be made available to the Secretary for a competitive program to Fund multibenefit watershed and urban rivers enhancement projects in urban watersheds that increase regional and local water self-sufficiency and that meet at least two of the following objectives:
(A) Promote groundwater recharge and water reuse.
(B) Reduce energy consumption.
(C) Use soils, plants, and natural processes to treat runoff.
(D) Create or restore native habitat.
(E) Increase regional and local resiliency and adaptability to climate change.

(2) The program under this subdivision shall be implemented by state conservancies, the Wildlife Conservation Board, the State board, or other entities whose jurisdiction includes urban watersheds, as designated by the Secretary. Projects funded under the program shall be a part of a plan developed jointly by the conservancies, the Wildlife Conservation Board, the State board, or other designated entities in consultation with the Secretary.

(c) At least 25 percent of the funds available pursuant to this section shall be allocated for projects that benefit disadvantaged communities.

(d) Up to 10 percent of the funds available pursuant to this section may be allocated for project planning.

APPENDIX R: GLOSSARY – Definition of Terms

Unless otherwise stated, the terms used in these grant guidelines have the following meanings:

Acquisition - obtaining a fee interest or any other interest in real property, including, easements, leases, water, water rights, or interest in water obtained for the purposes of instream flows and development rights.

Applicant - an eligible organization requesting funding from a program administered by the State.

Biotechnical Methods - the use of mechanical elements in combination with live vegetation to arrest and prevent slope failures and erosion. The mechanical elements may include large organic structures like wood and natural rock as well as man-made materials like concrete and engineered rock revetment. The biological and mechanical elements must be appropriate to the site-specific landscape and must function together in an integrated and complementary manner.

Bond or **Bond Act -** Proposition 1 Water Quality Supply, and Infrastructure Improvement Act of 2014.

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

Conservation Easement - any limitation in a deed, will or other instrument in the form of an easement, restriction, covenant or condition which is or has been executed by or on behalf of the owner of the land subject to such easement and is binding upon the successive owners of such land, and the purpose of which is to retain land predominantly in its natural, scenic, historical, agricultural, forested or open-space condition (Civil Code Section 815.1).

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

Disadvantaged Community - a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

Easement - an interest in land entitling the holder thereof to a limited use or enjoyment of the land in which the interest exists.

Enhancement - modification of current conditions. May be used to describe an Urban Rivers project that would result in a natural resource, recreational area, or existing facility realizing desired improvements (e.g., increased riparian habitat, stormwater harvest, etc.) while considering the protection of the natural environment. It is distinguishable from “restoration” in that it does not imply merely a return to natural conditions, but may include the provision other aspects that were not originally part of the features.

Environmental Justice - the fair treatment of people of all races, physical and cognitive abilities, cultures and income with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies.

Environmentally-Friendly Materials - (EFM) inflict little or no harm on the environment either through their production or subsequent use. Some examples of EFM include: benches using materials comprised of recycled post-consumer waste; trail surface constructed of durable natural materials such as decomposed granite (versus asphalt); or pier posts made of inert material such as recycled plastic (versus creosote-treated wood) that if lost during a flood event would pose little harm to the aquatic community.

Fair Market Value - the value placed upon the property as supported by an appraisal that has been reviewed and approved by the State.

Fund or **Funds -** The Water Quality, Supply, and Infrastructure Improvement Fund of 2014 created by Section created pursuant to Water Code Section 79715.

Grant Agreement - a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the grantee.

Grantee - an applicant that has an agreement for grant funding with the State.

Grants Administrator - an employee of the State who manages grants.

Hardscape - "engineered elements" within a natural environment. Examples of well engineered elements include: walkways in a dune area designed to work with or allow the uninterrupted and natural movement of sand; pedestrian/bikeway bridges across streams with support piers designed to accommodate the natural movement of sediment; or parking areas designed with permeable surface and/or storm water drainage systems to protect water quality by minimizing hydrocarbon-laden runoff into surface water.

In-Kind - non-cash donations, from governmental or private sources, and includes volunteers, materials and services.

Land Tenure/Site Control - the applicant owns the project land or has other legal long-term interest with the landowner that is satisfactory to the State (see pages 28).

Local Public Agency - any political subdivision of the State of California, including but not limited to any county, city, city and county, district, joint powers agency, local community conservation corps agency, or council of governments.

Local Watershed Group - a group consisting of owners and managers of land within the watershed of interest, local, State and federal government representatives and interested persons other than landowners, who reside or work within the watershed of interest, and may include other persons, organizations, nonprofit corporations and businesses.

Mutual Water Company - any private corporation or association organized for the purposes of delivering water to its stockholders and members at cost, including use of works for conserving, treating and reclaiming water.

Nonprofit Organization - any nonprofit corporation qualified to do business in California, and qualified under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.

Other Sources of Funds - cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by the Urban Rivers grant.

Overhead/Indirect Costs - expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, project or activity, but are necessary for the general operation of the organization. Examples of overhead costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, business services, information technology, janitorial, and salaries of supervisors and managers; and rent, utilities, supplies, etc. These costs are NOT eligible for reimbursement with grant funds, but may be used to show applicant's portion of costs.

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

Project - the acquisition or development activity to be accomplished with Urban Rivers grant funds, and other funds if necessary, that meets eligibility requirements.

Project Performance Period - the beginning and ending dates of the grant agreement. Eligible costs incurred during this period may be funded from the grant.

Project Scope - the description or activity of work to be accomplished by the project.

Public Agency - a State agency or department, special district, joint powers authority, city, county, city and county, or other political subdivision of the State.

Rainwater - precipitation on any public or private parcel that has not entered an offsite storm drain system or channel, a flood control channel, or any other stream channel, and has not previously been put to beneficial use.

Restore or **Restoration -** to reproduce and re-establish the physical and biological characteristics of a natural channel which would occur at a given location under the current climatic, geologic and hydrologic conditions. Either a natural channel that has been damaged or a channel that has been modified by human efforts can be restored.

Riparian Habitat - lands that contain habitat which grows close to, and which depends upon, soil moisture from a nearby freshwater source.

Riverine - living in, growing in, or located in a stream or river.

Secretary - the Secretary for Natural Resources or his/her representative.

State - a political subdivision of the State of California.

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

Stormwater - temporary surface water runoff and drainage generated by immediately preceding storms.

Urban Area - a geographic area designated or defined as urban by an applicable plan covering the Project area, including, but not limited to general plans, specific plans, or community plans.

Watershed Management - the local stewardship and partnerships among local government agencies, private interests and stakeholders for the protection, use, restoration and enhancement of water quality, water quantity, ecosystems, estuaries and floodplains.

Willing Seller - the project property owner(s) is/are a willing participant(s) in the proposed real property transaction and at a purchase price not to exceed fair market value as verified by the State.

END OF GUIDELINES

CALIFORNIA natural resources AGENCY

EDMUND G. BROWN JR., *Governor*
JOHN LAIRD, *Secretary for Natural Resources*