

PROPOSAL SOLICITATION PACKAGE

NATURAL COMMUNITY CONSERVATION PLANNING

LOCAL ASSISTANCE GRANT PROGRAM



**Department of Fish and Wildlife
Natural Resources Agency
State of California**

FY 2016-17

TABLE OF CONTENTS

	Page
PROGRAM OVERVIEW	1
ELIGIBLE APPLICANTS.....	1
ELIGIBLE PROJECTS	1
GRANT PROCESS AND TIMELINES	3
APPLICATION GUIDELINES.....	4
REVIEW PROCESS	5
PROGRAM CONTACT INFORMATION	5
PROPOSAL APPLICATION AND SUBMISSION PROCEDURES.....	6
Important Provisions for All Proposal Applications	7
Proposal Evaluation Form	9
 APPENDIX A – CDFW CONTACT INFORMATION	
APPENDIX B – SUPPORTING MATERIALS AND REQUIRED FORMS	
APPENDIX C – GRANT AGREEMENT EXHIBIT 1	
APPENDIX D – NCCP LAG PROJECT ADMINISTRATION	
APPENDIX E – ELIGIBLE COSTS	

PROGRAM OVERVIEW

The Natural Community Conservation Planning Local Assistance Grant (NCCP LAG) Program was created to assist local public and non-profit entities in the implementation of Natural Community Conservation Plans (NCCPs) throughout California, as authorized under Fish and Game Code (FGC) 2800 et seq. Additional legal authority for the NCCP LAG Program is provided by FGC Section 1501.5, which allows the California Department of Fish and Wildlife (CDFW) to grant funds for fish and wildlife habitat preservation, restoration, and enhancement. CDFW offers NCCP LAGs to eligible Applicants on an annual basis for highest priority tasks needed to implement NCCPs. Highest priority tasks are identified by the NCCP implementing partners and Wildlife Agencies throughout the preceding year.

The California Department of Fish and Wildlife seeks proposals for highest priority projects associated with NCCP implementation, including management and monitoring as well as critical targeted studies. The intent of this Proposal Solicitation Package is to attract proposals of the highest quality that are consistent with the goals of the NCCP Program. To help achieve this intention, we are providing guidance on Applicant eligibility, the grant process and deadlines, and application and submission procedures.

ELIGIBLE APPLICANTS

Eligible Applicants include local jurisdictions or other entities that are implementing a CDFW-approved NCCP or will be implementing an NCCP within 12 months of the release of this Proposal Solicitation Package. Other eligible entities include public agencies and non-profit organizations that have an interest in assisting with the implementation of Eligible Projects (see below).

ELIGIBLE PROJECTS

Grants are available for highest priority tasks associated with the implementation of approved NCCPs and for NCCPs that are anticipated to be approved within 12 months of grant program announcement. Routine, on-going management activities are not eligible. Projects legally required as mitigation by a regulatory agency as a condition for a permit are not eligible. In addition, Permittee-responsible activities and administrative tasks (for which the funding commitment is specified in the NCCP or Implementing Agreement) are also not eligible. Examples of types of projects that are eligible for funding are shown below. Please refer to the following website for projects previously funded by the NCCP LAG Program:

<https://www.wildlife.ca.gov/Conservation/Planning/NCCP/Grant-Funded-Projects>.

Examples of Eligible Projects

Project Type	Description
Management Activities	Immediate management actions on newly acquired NCCP reserve lands
Restoration/Enhancement	Restoration or enhancement of habitats or species populations on NCCP reserve lands
Monitoring	Design and implementation of biological monitoring programs identified in an NCCP, including the establishment of sampling methods, monitoring plots, data collection, management, and analysis
Acquisition	Acquisition of land by fee title or conservation easement that is an essential part of an NCCP reserve system and acceptable to CDFW
Reserve Management Plans	Development and implementation of individual reserve management plans
Mapping	New or updated mapping in support of NCCP management or monitoring activities, such as vegetation community mapping
Targeted Studies for Adaptive Management	Studies to evaluate management actions for covered habitats or species, and whether such actions are meeting stated goals or require adjustments through adaptive management
Other	Other priority tasks, identified by the NCCP LAG Applicant and NCCP implementation partners, that are needed to ensure effective implementation of the NCCP

GRANT PROCESS AND TIMELINES

It is recommended that Applicants work with regional CDFW and federal agency staff, and the appropriate Implementing Entity, throughout the year to develop proposals for high priority tasks needed to implement NCCPs. The following timeline summarizes the grant process for the FY 2016-17 grant cycle.

June 1, 2016: CDFW will solicit Proposals by posting the Proposal Solicitation Package (PSP) on CDFW's NCCP Grants webpage:
<https://www.wildlife.ca.gov/Conservation/Planning/NCCP/Grants>.

July 15, 2016: Applicants will submit their Proposals electronically via email to the Habitat Conservation Planning Branch (HCPB) at Shannon.Lucas@wildlife.ca.gov.

August 31, 2016: Review of Proposals by a statewide review team will be completed and projects will be recommended to the CDFW Director for funding.

September 2016: CDFW Director or designee will send notification letters to Applicants.

September - November 2016: Grant agreements will be developed by CDFW in collaboration with the Grantee for each project.

November 2016 – January 2017: Grant agreements will be sent by CDFW to Grantees for approval and signature. Grantees will return signed Agreements to CDFW. CDFW will approve, sign, and execute each Agreement and send the Grantee a copy.

January – February 2017: Estimated start date for projects.

APPLICATION GUIDELINES

Please read these guidelines carefully. Submitted proposals must be in full compliance with all stated requirements in order to be considered for funding.

Applicants are encouraged to work closely with CDFW's regional offices, as well as U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) staff (if appropriate), well in advance of proposal deadlines to plan and develop proposals for high priority tasks. See Appendix A for a list of CDFW contacts and locations of regional offices.

Funding for the NCCP LAG Program varies from year to year and over the last several years has averaged \$576,000 per year. The funding is dependent on the availability of State funds and approval of the Budget Act each fiscal year. For this grant cycle, executed grant agreements will likely not be in place until early 2017, and all grant funds must be expended by March 30, 2019. Applicants should plan project timelines accordingly.

If awarded an NCCP LAG, the Grantee shall comply with all applicable state laws, rules, regulations and local ordinances specifically including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Any required permits must be acquired prior to grant execution (unless acquiring permits is a task under the project). California Environmental Quality Act/National Environmental Quality Act (CEQA/NEPA) compliance, if required, must be completed prior to grant execution (anticipated to occur within six months of award). If the project is considered an action that was already covered and evaluated by the environmental impact

report/environmental impact statement (EIR/EIS) for the NCCP or Habitat Conservation Plan, a letter stating this from the Implementing Entity must be provided. Proposals must identify the state and federal lead agencies and document whether each agency has accepted the role. The applicant must coordinate with CDFW prior to proposal submission if CDFW is anticipated to act as CEQA lead agency for the project. **Projects that fail to comply with this requirement will not be eligible for funding for this Solicitation.**

Important: Projects legally required as mitigation by a regulatory agency as a condition for a permit will not be funded under this grant program. However, a proposal that is additive to any required mitigation and addresses a high priority task for implementation of the NCCP is eligible.

If a project is selected for funding and the Grantee fails to perform in accordance with the provisions of the enacted agreement, CDFW retains the right, at its sole discretion, to interrupt or suspend the work for which the monies are supplied or to terminate the grant.

REVIEW PROCESS

Proposals should be developed by the Applicant in collaboration with governmental and non-governmental NCCP partners, the Implementing Entity, and local Wildlife Agency staff. Only the highest priority projects should be developed into Proposals. All proposals must be submitted by the due date to the appropriate CDFW office according to the instructions found in the application. **Applicants other than the Implementing Entity must include a letter of support from the Implementing Entity indicating its support for the proposal and the high priority nature of the project in the interest of implementing the NCCP.** Proposals are scored by the statewide review team based on Evaluation Criteria, found on Page 8.

PROGRAM CONTACT INFORMATION

The Landscape Conservation Planning Program in HCPB has administered the NCCP LAG Program since the inception of the NCCP LAG Program in 1996. Information regarding the application process, deadlines, and CDFW contacts is available on CDFW's NCCP website:

<https://www.wildlife.ca.gov/Conservation/Planning/NCCP/Grants>.

For additional information about the NCCP LAG Program, please contact:

Program Manager
Landscape Conservation Planning
Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Mailing Address: 1416 Ninth Street, 12th Floor, Sacramento, CA 95814
Contact: shannon.lucas@wildlife.ca.gov

PROPOSAL APPLICATION AND SUBMISSION PROCEDURES

Proposal Due Date:

Proposals for FY 2016-17 are **due on August 15, 2016**, by 5 pm (PST).

Proposal Application:

Applicants must use the NCCP LAG [Proposal Application form](#), also available on CDFW's NCCP Grants webpage: <https://www.wildlife.ca.gov/Conservation/Planning/NCCP/Grants>.

Where to Send:

Proposals should be submitted electronically by the Applicant to HCPB at: shannon.lucas@wildlife.ca.gov

Evaluation:

Proposals will be scored based on the Evaluation Criteria contained in the Proposal Evaluation Form (below). Each Proposal will be scored by a statewide review team comprised of at least three CDFW staff from regional offices (one per office) and HCPB. Additional technical or scientific experts may also be consulted to evaluate proposals or provide answers to specific technical questions, as necessary. Applicants may be contacted by CDFW staff for clarification of any elements of a Proposal to assist in the evaluation process. The scores of the review team will then be averaged and ranked numerically. The review team will meet to discuss proposal scores and determine which projects will be awarded full or partial funding. If a tie-breaker is needed between proposals with the same score, the Additional Considerations listed on the Proposal Evaluation Form will be used to inform a decision.

Notification:

Applicants will be notified by the Director of CDFW or designee in September 2016, regarding whether or not their Proposals have been selected to receive NCCP LAG funding. Successful Applicants will be notified with an official CDFW letter stating next steps and a general timeline. Applicants not selected for an award will also be notified with an official CDFW letter, which will include information on the appeal process. The average score of the proposal will be made available upon request. Applicants wishing to appeal a funding decision should send a letter within 10 days of receipt of the notification to the Program Contact (see Appendix A Program Contact Information). Any request for appeal may only provide clarification of information contained in the original Proposal and may not include any new or supplemental information. An appeal will be brought forward to the statewide review team for consideration.

Post-Notification:

When successful Applicants are notified that their project has been approved for funding, they will be required to complete, sign, and return the required forms listed in Appendix B before the grant agreement can be executed. The grant agreement will include Exhibit 1, which defines the standard terms and conditions for CDFW's grant agreements, and which is included in Appendix C for reference. *By submitting a proposal, Applicants agree to follow the provisions in Exhibit 1 as written.* For a

summary of the Grant Administration process following the grant award, see Appendix D.

Important Provisions for Proposal Applications

Please carefully review the Proposal Evaluation Form on Page 8 to understand how your proposal will be evaluated and scored before preparing your proposal.

Proposals will first be screened for eligibility, including whether the Proposal Application is complete, whether the NCCP is in the implementation phase (or within 12 months), whether the proposed project has been developed in collaboration with Wildlife Agencies and the Implementing Entity (including a letter of support, if applicable)¹, and whether the applicant has demonstrated sufficient progress on past LAG projects or phases. See the Proposal Evaluation Form on page 9 below. If the answer to any of these questions is “No”, the proposal will not be evaluated further.

Proposals must include a detailed description of the project, including clearly defined goals and objectives, how each objective and associated tasks will be approached, a detailed timeline, and the expected results. Project descriptions must also include information on where the proposed project is located, who will be conducting the work, when the work will be done, and the expected work products or deliverables. There must be a clear and logical link between a proposed project and the NCCP it serves. The project description must also include an explanation of why the project is a high priority for implementation.

Project descriptions must be sufficiently detailed regarding overall work proposed and must include report timeframes and costs of each task listed separately, in order for CDFW to: 1) write a grant agreement with measurable and quantifiable objectives, and 2) perform a cost analysis of proposed work during the proposal evaluation process.

Proposals must include a detailed budget as shown in the application form. The proposal budget must include a cost breakdown by task if there is more than one task, as well as a detailed line item budget for the entire project, including a breakdown of cost for each proposed Applicant staff position. See Appendix E for eligible project costs. Applicants must justify project costs in the project description. The evaluation of project costs will be based, in part, on costs for similar projects that have been implemented in the past. CDFW recognizes that proposals for the same project type

¹ The Implementing Entity (IE) is the organization designated in the NCCP and Implementing Agreement that is responsible for implementing the NCCP. IEs can be non-profit organizations, joint-powers authorities, local governments (such as cities or counties), or others. The IE may be the same as the Applicant. The IE is listed for each approved NCCP at <https://www.wildlife.ca.gov/Conservation/Planning/NCCP/Plans>. If the Applicant is the IE, then a support letter is not necessary. If a proposal covers multiple NCCPs, a letter must be included from each IE. For San Diego MSCP and MHCP Subarea Plans, the IE is the permittee (i.e. City of San Diego), and if a proposal covers multiple subareas, a letter must be included from each subarea plan's IE.

may vary in cost due to the size of each project, statewide cost variations for heavy equipment and labor, or a variety of other factors.

The proposal budget(s) should specify the source and dollar amount of any proposed cost-share. Project proposals should provide information specifically identifying any funding match requirements from a federal source or other entity. Proposals with cost share (including in-kind donations) are eligible for additional consideration during the review process (See “Additional Considerations”, Section H on Proposal Evaluation Form).

Proposal Evaluation Form
Natural Community Conservation Planning
Local Assistance Grant Program
California Department of Fish and Wildlife

FOR REVIEWER USE ONLY

Proposal Review Instructions:

1. The Proposal Review forms will be due on: **September __, 2016**. Please complete one form per proposal reviewed.
2. Please notify us immediately if you have any questions during your review. Submit your review via email to: **shannon.lucas@wildlife.ca.gov**.

Project Name:

Applicant Name:

Reviewer Name/Region:

Date of Review:

Screening Criteria	Yes	No*	Comments
Is the proposal complete? (Includes all required sections of Proposal Application, support letter from Implementing Entity (if applicable), budget, and signed signature page)			
Will the NCCP be approved and ready for implementation within 12 months of grant program announcement?			
Has the proposed project been developed in collaboration with local Wildlife Agency representatives and the Implementing Entity (with letter of support, if applicable)?			
Has the Applicant sufficiently demonstrated progress on, or results from, previous NCCP LAG project(s) or phase(s) (if applicable)			
<i>*If the answer to any of these questions is "No" then reject proposal and do not proceed further.</i>			

		Rating	
A	Early Implementation	0=no, 3=yes	Comments
1	Is the NCCP in Years 0-3 of implementation?		
B	NCCP LAG Objectives	2=weak 4=moderate 6=strong	Comments
2	Need: Does the application demonstrate that this project is a high priority for implementation?		

		Rating	
3	Conservation Objectives: Does the proposal explain how the project would help to achieve conservation objectives of the plan?		
C	Beyond One NCCP: Can results from this proposal also serve:	1 point each	Comments
4a	Other NCCPs?		
4b	Other Regions?		
4c	The entire State or NCCP Program?		
D	Project Quality	1=weak 2=moderate 3=strong	Comments
5	Readiness: Is the proposal ready to begin, with administrative structure and partners in place? Have necessary permits been identified, CEQA/NEPA requirements included, and a realistic and suitable timeline planned?		
6	Method and Approach: Are the proposed methods appropriate for meeting project aims? Are they consistent with methods being used by adjacent or nearby entities (if applicable)?		<i>May require expert consultation</i>
7	Scientific Basis: Does the proposal provide a scientific basis or background?		
8	Duplication: Does the proposal avoid duplication of past or present efforts?		
E	Applicant Profile	1=weak 2=moderate 3=strong	Comments
9	Qualifications: Does the Applicant or subcontractor have the qualifications (education, training) to successfully complete the project?		<i>May require expert consultation</i>

		Rating		
F	Project Budget Information	1=weak 2=moderate 3=strong		Comments
10	Reasonable Cost: Does the requested amount seem reasonable for the work described?			<i>May require expert consultation</i>
11	Other Funding: Does the proposal describe other funding sources (existing or considered) and why NCCP LAG funding is necessary or is the most appropriate source?			
G	TOTAL SCORE			
	Add scores from rows 1-11			
H	Additional Considerations	Yes	No	Comments
12	Critical Need: Does the proposal meet a critical need (e.g. drought)?			
13	Cost Share: Does the proposal include matching funds, including in-kind donations?			
14	State Obligation: Does this project help to satisfy CDFW's NCCP obligation(s)?			
15	Partnerships: Does the project involve partnerships with other entities or organizations beyond the Implementing Entity, Wildlife Agencies or existing NCCP Partners? (not including consultants or subcontractors)			
16	Continuation: Does this project continue an existing or ongoing NCCP LAG-funded project?			
17	Other Plans: Does this project help to meet the goals or objectives of another approved CDFW Plan? (e.g. State Wildlife Action Plan)			

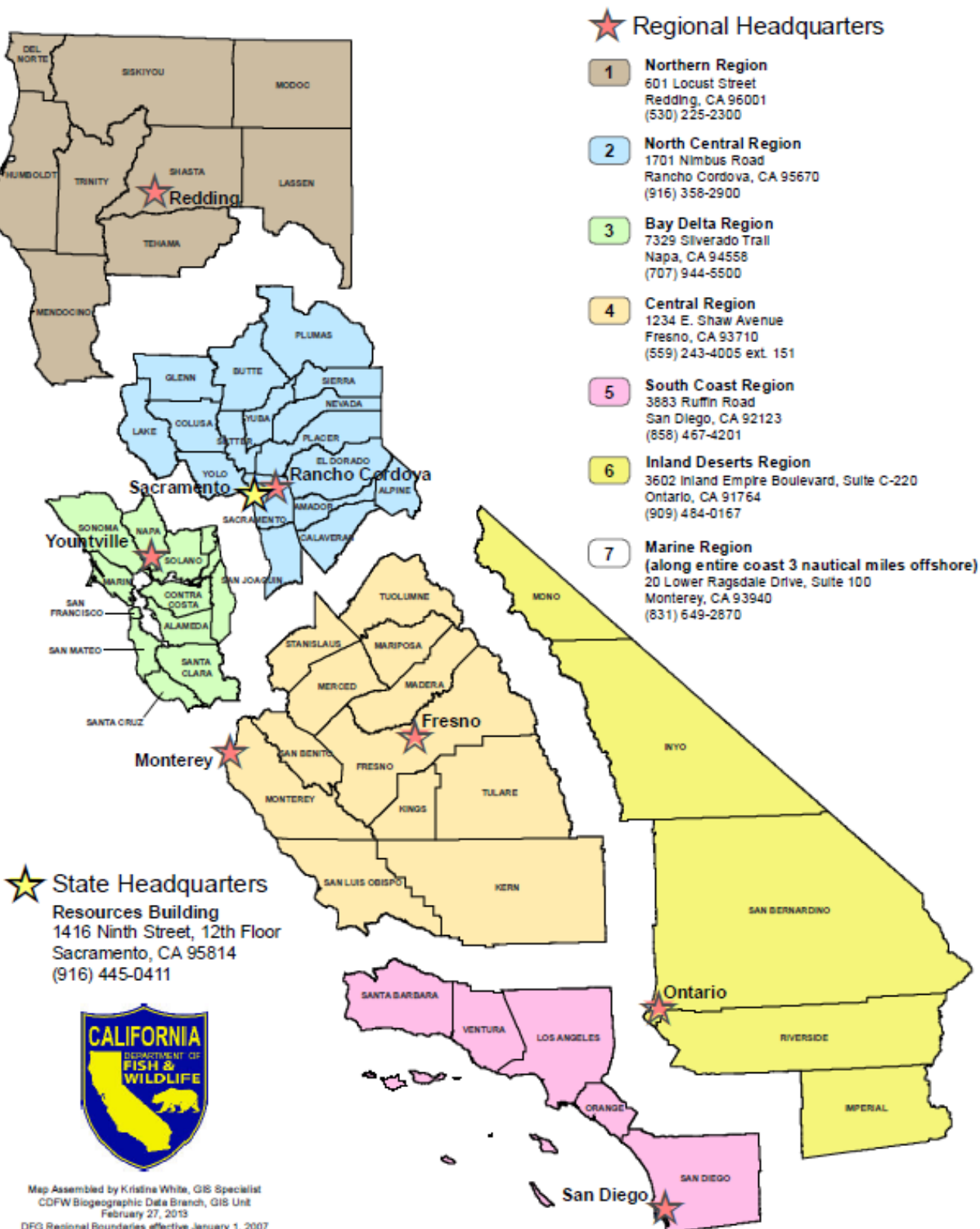
Please provide overall comments and additional information that will help the Applicant improve their project during future grant cycles or development of the grant agreement:

APPENDIX A

California Department of Fish and Wildlife NCCP LAG Contact Information

<u>R1 - Northern Region</u>	530-225-2300
601 Locust; Redding, CA 96001	
Counties: Del Norte, Humboldt, Lassen, Mendocino, Modoc, Shasta, Siskiyou, Tehama and Trinity	
Curt Babcock, Program Manager (curt.babcock@wildlife.ca.gov)	530-225-2740
Michael R. Harris, Sr. Environmental Scientist (michael.r.harris@wildlife.ca.gov)	530-225-2306
<u>R2- North Central Region</u>	707-358-2900
1701 Nimbus Road, Rancho Cordova, CA 95670	
Counties: Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sacramento, San Joaquin, Sierra, Sutter, Yolo and Yuba	
Jeff Drongesen, Program Manager (jeff.drongesen@wildlife.ca.gov)	916-358-2919
Jenny Marr, Sr. Environmental Scientist (jenny.marr@wildlife.ca.gov)	530-895-4267
<u>R3 - Bay Delta Region</u>	707-944-5500
7329 Silverado Trail; P.O. Box 47; Yountville, CA 94599	
Counties: Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, Santa Cruz, San Mateo, San Francisco	
Craig Weightman, Program Manager (craig.weightman@wildlife.ca.gov)	707-944-5577
Jim Starr, Program Manager (jim.starr@wildlife.ca.gov)	209-234-3440
<u>R4 - Central Region</u>	559-243-4005 x151
1234 Shaw Avenue, Fresno, CA 93710	
Counties: Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Luis Obispo, Stanislaus, Tulare and Tuolumne	
Annee Ferranti, Program Manager (annee.ferranti@wildlife.ca.gov)	559-243-4005 x141
<u>R5 - South Coast Region</u>	858-467-4201
3883 Ruffin Road; San Diego, CA 92123	
Counties: Los Angeles, Orange, San Diego, Santa Barbara and Ventura	
Gail Sevens, Program Manager (gail.sevens@wildlife.ca.gov)	858-467-4212
Randy Rodriguez, Sr. Environmental Scientist (randy.rodriguez@wildlife.ca.gov)	858-637-7100
<u>R6 - Inland Desert Region</u>	909-484-0167
3602 Inland Empire Boulevard, Suite C-220, Ontario, CA 91764	
Counties: Imperial, Inyo, Mono, Riverside and San Bernardino	
Bruce Kinney, Acting Program Manager (bruce.kinney@wildlife.ca.gov)	760-872-1171
Heather Pert, Sr. Environmental Scientist (heather.pert@wildlife.ca.gov)	858-395-9692
<u>Ecosystem Conservation Division – Habitat Conservation Planning Branch</u>	916-653-4875
Mailing Address: 1416 9th Street, 12th Floor, Sacramento, CA 95814	
Monica Parisi, Acting Program Manager (monica.parisi@wildlife.ca.gov)	916-653-9767
Shannon Lucas, Sr. Environmental Scientist (shannon.lucas@wildlife.ca.gov)	916-651-8764

California Department of Fish and Wildlife Regions



APPENDIX B

Supporting Materials and Required Forms

After Applicants are notified of a grant award, a grant agreement will be prepared and executed. The applicable forms and materials described in this section are for informational purposes only. When Applicants are notified that their project has been approved for funding, they will be required to complete, sign, and return the forms or provide the materials listed below.

- [Payee Data Record form \(STD. 204\)](#). The State of California is required to file reportable payment information with the Internal Revenue Service (IRS) and the Franchise Tax Board (FTB) in accordance with Section 6041 of the IRS code and Section 18802 of the State's Revenue and Taxation Code. This form is not required if the Grantee has already worked with CDFW through a previous contract or grant agreement and the form is on file.
- *Federal Taxpayer ID Number* (unless the Applicant has already worked with CDFW through a previous contract or grant agreement and the form is on file).
- A [Nondiscrimination Compliance Statement form \(STD. 19\)](#) will be required for grants of \$5,000.00 or more per Title 2, California Code of Regulations, Section 8113. Federal and State agencies and public entities such as Resource Conservation Districts are excluded from this requirement. This form is not required if the Grantee has already worked with CDFW through a previous contract or grant agreement and the form is on file.
- A [Drug-Free Workplace Certification form \(STD. 21\)](#) will be required for all grants regardless of grant dollar amount. Federal and State agencies and public entities such as Resource Conservation Districts are excluded from this requirement. This form is not required if the Grantee has already worked with CDFW through a previous contract or grant agreement and the form is on file.
- *Non-profit Applicants* will be required to submit a 501(c) (3) Certification, a copy of the Articles of Incorporation, and a copy of the Bylaws. This form is not required if the Grantee has already worked with CDFW through a previous contract or grant agreement and the form is on file.
- *Authorizing Resolution from governing body* - If the Grantee is a public entity, such as a Resource Conservation District, city, county, water agency, etc., that has a governing body, a resolution of project approval from the governing body will be required to enter into an agreement. It is suggested that the governing body be made aware of the proposal and be prepared to submit the resolution when returning the signed grant agreement, or prepare and approve the resolution in advance, especially if the governing body meets infrequently. Non-profit

organizations are not required to provide a resolution. A sample resolution is provided below.

- California Environmental Quality Act (CEQA) compliance documentation for the project from the lead agency (if required). If the project is considered an action that was already covered and evaluated by the EIR for the NCCP, a letter stating this from the Implementing Entity must be provided.

SAMPLE RESOLUTION

Resolution No: _____

RESOLUTION OF (GOVERNING BODY OF THE GRANTEE) AUTHORIZING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FOR (PROJECT NAME)

WHEREAS, certain local assistance grant funds are made available annually on a competitive basis by the California Department of Fish and Wildlife for Natural Community Conservation Planning (NCCP) Programs highest priority implementation tasks; and

WHEREAS, the grants are awarded pursuant to guidelines established by the California Department of Fish and Wildlife for determination of project eligibility for funds; and

WHEREAS, said procedures established by the California Department of Fish and Wildlife require the Grantee to certify by resolution the approval to apply for, and accept grant funds and provide authorization to enter into an agreement with the California Department of Fish and Wildlife to implement high priority activities related to the NCCP Program.

NOW, THEREFORE, BE IT RESOLVED that the (GRANTEE) approves the filing of an application for local assistance for the above project(s) in the amount of (DOLLAR AMOUNT).

IT IS FURTHER RESOLVED that the (GRANTEE) appoints the (DESIGNATED POSITION, not person occupying position) as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

APPENDIX C

Grant Agreement Exhibit 1

Exhibit 1.a – Public Entities General Provisions (Sample)

Exhibit 1.b – Non-Public Entities General Provisions (Sample)

Exhibit 1.c – UC Agreements General Grant Provisions (Sample)

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 1 of 6**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 2 of 6**

8. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. LICENSES AND PERMITS (If Applicable): The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.

11. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 3 of 6**

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

**Exhibit 1.a – Public Entities
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 4 of 6**

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

Page 5 of 6

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

Page 6 of 6

Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 1 of 6

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 2 of 6

subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10. LICENSES AND PERMITS (If Applicable): The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.

11. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 4 of 6

- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, upon submitting a signed agreement to the State the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year.

New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW or any other governmental entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

California Department of Fish and Wildlife
Exhibit 1.b – Non-Public Entities
General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 6 of 6

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

**Exhibit 1.c – UC Agreements
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 1 of 6**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** The Grantee shall defend, indemnify and hold the State of California and its agencies, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Grantee, its officers, agents or employees.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

It should be expressly understood that the obligations under this Agreement shall be conditioned upon its being one (1) falling within the purview of Government Code § 895.

6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or

**Exhibit 1.c – UC Agreements
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

Page 2 of 6

employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work required to be delivered as set out in the Scope of Work and produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual

**Exhibit 1.c – UC Agreements
General Grant Provisions****Agreement Number:** _____**Grantee Name:** _____**Page 3 of 6**

benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing CDFW information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any scholarly document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall

**Exhibit 1.c – UC Agreements
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

Page 4 of 6

include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

**Exhibit 1.c – UC Agreements
General Grant Provisions**

Agreement Number: _____

Grantee Name: _____

Page 5 of 6

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

Exhibit 1.c – UC Agreements

General Grant Provisions

Agreement Number: _____

Grantee Name: _____

Page 6 of 6

Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

APPENDIX D

NCCP LAG Project Administration

Upon grant agreement approval and execution (and signature by both parties), CDFW's Grant Manager will notify Grantee that work may commence on the project. CDFW's Grant Manager will review and approve invoices for payment, maintain the grant documentation, and monitor the grant to ensure compliance with all grant provisions.

Upon completion of the project, the Grantee will submit final deliverables, including a Final Report, and final payment requests. CDFW's Grant Manager will make a final project inspection and authorize final payment. In order to have sufficient time to process final payments and to close out the grant, final invoices **must be received at least five (5) business days before the end of the grant period**; invoices received after that time are not guaranteed payment.

Grant Amendments

Any requests for changes to CDFW grants and subsequent approvals must be made in writing. Oral Agreements are not binding. Amendments shall only be executed upon approval by CDFW's Payable Grants Section. Amendments to CDFW grants are only permissible when one or more of the following conditions are met:

- The change in activity is reasonable and still falls within the scope of the original intent. The scope of work cannot change;
- The amendment is consistent with CDFW funding limitations;
- The grant can still be completed under its proposed terms, yet only needs to be adjusted for time. Projects cannot, however, be amended for time simply to expend unused funds; and
- There are other unforeseen circumstances that do not alter the substance of the grant.

Grantees must document the reason for the amendment and be able to justify how the amendment qualifies under the above conditions. Amendments must be made well before the grant expires or they cannot take effect.

Any change in the grant agreement's budget shall be submitted to the Grantor for approval prior to any change taking place. Amendments must be executed not only when increasing or decreasing funds, but when shifting budget line items to different budget categories.

A request for a time extension and its justification must be submitted in writing to CDFW's Grant Manager at least 90 days prior to the grant end date; however, grants cannot be extended beyond March 31st of the third fiscal year.

Payment of Grant Funds

All payments will be made by CDFW to the Grantee on a reimbursement basis; advance payment will not be issued. During preparation of the grant agreement, the Grantee can choose to receive progress payments or be paid in a lump sum upon completion of the project. If progress payments are desired, each Request for Payment must be accompanied by a written description of the Grantee's performance under the agreement since the time the previous such report was prepared. For lump sum payments, a single Request for Lump Sum Payment shall be submitted upon completion of all grant tasks.

Grantee should be aware of the 30 to 45 business days required to process a request for payment.

Please note that final invoices for the project must be received by CDFW five (5) days before the end of the grant period.

Accounting Requirements

CDFW may perform an audit of the completed project. The Grantee shall maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. This system shall provide an audit trail, including original source documents such as receipts, progress payments, invoices, time cards, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained for a period of three years after final payment is made by the state. **AVOID AUDIT EXCEPTIONS - KEEP ACCURATE RECORDS.**

APPENDIX E

Eligible Costs

Only project-related costs associated with an eligible project activity incurred during the project performance period specified in the grant agreement may be funded. All such costs must be supported by appropriate invoices, purchase orders, canceled warrants, and other records. More information may be found in Appendix C – Grant Agreement Exhibit 1.

1. Salary and Wages - Services of the Grantee's employees who are directly engaged in project execution, are eligible costs. These costs must be computed according to the Grantee's prevailing wage or salary scales. College or graduate student time may be included as hourly wages, but tuition for students is not eligible and will not be reimbursed or otherwise directly paid. Costs charged to the project must be computed on actual time spent on a project, and supported by time and attendance records describing the work performed on the project. Overtime costs may be allowed under the recipient's established policy, provided that the regular work time was devoted to the same project.
2. Fringe Benefits – Fringe benefit costs include vacations, sick leave, social security contributions, etc., that are customarily charged to the recipient's various projects.
3. Equipment - Equipment is defined as tangible property with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Equipment use charges must be made in accordance with the Grantee's normal accounting practices. The equipment rental rates published by the State Department of Transportation may be used as a guide. Equipment owned by the Grantee may not be charged to the project for each use. 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 signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical. Any equipment purchased from State funds under the terms of the grant agreements, and not fully consumed in the performance of the agreements, may become the property of the State or disposed of pursuant to instruction from the State at the termination of the agreement; final disposition will be coordinated by the CDFW Grant Manager.

4. Materials and Supplies – Supplies and materials are considered expendable items, not equipment. They may be purchased for a specific project.
5. Travel – The reimbursement rates shall not exceed those amounts identified in the California Department of Personnel Administration (and/or University of California, if applicable) travel reimbursement guidelines.

6. Contractual Services - Costs of consultant or subcontractor services necessary for the project are eligible. If there are multiple consultant employees, list the contract costs separately.
7. Acquisition - Costs of acquiring real property are eligible and may include the purchase price of the property, appraisals, surveys, preliminary title reports, escrow fees, and title insurance fees.
8. Indirect Costs - Indirect costs or overhead, usually calculated as a percentage of the direct costs, are eligible. No overhead will be charged on equipment. Indirect Costs may only be calculated on the first \$25,000 of a subcontract. Regardless of the overhead percentage being proposed, the Grantee will explain the methodology utilized and provide detailed calculations in support of the overhead rate. For any overhead rate above 25% a justification will need to be included.