



ENVIRONMENTAL ENHANCEMENT FUND GRANT PROGRAM GUIDELINES

California Department of Fish and Wildlife
Office of Spill Prevention and Response



Table of Contents

- Introduction..... 3**
 - Purpose 3
 - Background..... 3
 - Funding..... 3
 - Request for Proposals..... 4
- Program Requirements..... 4**
 - Eligible Entities..... 4
 - Environmental Compliance and Permitting..... 4
 - Declaration of Authority..... 4
 - Funding Priorities 5
 - Budget..... 5
 - Open Public Meetings 6
- Proposal Selection..... 6**
 - Environmental Enhancement Committee 6
 - Evaluation Criteria..... 7
 - Notice of Grant Awards..... 7
- Grant Administration 7**
 - Grant Agreements..... 7
 - Invoicing and Payments..... 7
 - Reporting..... 7
 - Standard Grant Conditions 7
- Appendix A: EEF Minimum Requirements Checklist..... 8**
- Appendix B: Project Evaluation Criteria 9**
- Appendix C: EEF Grant Agreement Language.....10**

Introduction

Purpose

These guidelines establish the process, procedures, and criteria through which the Environmental Enhancement Fund Grant Program (EEF) will award and administer competitive grants. This grant program is administered by the California Department of Fish and Wildlife – Office of Spill Prevention and Response (CDFW-OSPR). The objective of this program is to award grants to eligible entities to support environmental enhancement projects as defined in the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act.

These guidelines include information regarding program requirements, eligibility, request for proposals process, proposal submission process, evaluation criteria, and grant administration information.

Background

The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act) requires that all penalties collected for violations of the Act (except penalties collected pursuant to Govt. Code Section 8670.64) be deposited in the Environmental Enhancement Fund (Govt. Code Section 8670.70). These penalty monies are associated with oil spills and are to be used only to support environmental enhancement projects approved by the Environmental Enhancement Committee (Committee). Projects funded by the Committee must be located within or immediately adjacent to the waters of the state. Government Code Section 8670.70 states that “the money is available for appropriation by the Legislature to the administrator for the purposes stated in this (Environmental Enhancement Fund) section.” The Act gives the Administrator the authority to develop and implement a grant program to provide eligible nonprofit organizations, cities, counties, cities and counties, districts, state agencies, and departments; and, to the extent permitted by federal law, to federal agencies on a competitive basis using the selection process established by the Environmental Enhancement Committee. An enhancement project is a project that acquires habitat for preservation, or improves habitat quality and ecosystem function above baseline conditions, and that meets all of the following requirements:

1. Is located within or immediately adjacent to waters of the state, as defined in Section 8670.3 of the Government Code.
2. Has measurable outcomes within a predetermined timeframe.
3. Is designed to acquire, restore, or improve habitat or restore ecosystem function, or both, to benefit fish and wildlife.

Funding

Funding for competitive grants is contingent upon fund availability and allocation authority, which varies from year to year. The current year’s allocations will be announced at the time of the Request for Proposals. Yearly solicitation for grants and disbursement of grants is contingent on the fund availability and the allocation authority.

Request for Proposals

For years in which CDFW-OSPR is given adequate allocation authority, a Request for Proposals (RFP) will be used to solicit projects. The RFP announcement will include deadlines, specific project requirements (if applicable), and instructions for submitting an application. The RFP will be posted on [CDFW-OSPR's EEF webpage](#) and announced via social media. Interested grantees must submit a completed grant application package to the department by the specified deadline. Applications submitted after the deadline will not be considered for funding. The grant application package must contain the following:

1. EEF Grant Application Form (DFW Form 1910)
2. Line-item Budget
3. Qualifications of Applicant

The project proposal must be submitted using the EEF Grant Application Form (DFW 1910) found on the [EEF webpage](#). The project proposal should describe the scope of the work to be completed, the manner in which the work will be conducted, who will be completing the work, and a timeline for task completion. All requested information on the EEF Grant Application Form must be complete. The Qualifications of Applicant should include resumes of project manager(s) and example(s) of prior successful projects, including those for subcontractor(s) if applicable. The project proposal may be supplemented with materials beyond the application form including maps, tables, figures, photos, etc. (maximum of 10 additional pages).

Program Requirements

Eligible Entities

Grants may be awarded to nonprofit organizations, cities, counties, cities and counties, districts, state agencies, and departments; and, to the extent permitted by federal law, to federal agencies.

Environmental Compliance and Permitting

Projects must comply with all applicable state, tribal, and federal environmental laws and regulations. Applicants are responsible for obtaining all permits necessary to complete project work.

Declaration of Authority

Each applicant must submit a Declaration of Authority stating that they are authorized to submit an application for grant funds. The Declaration of Authority is included in the EEF Grant Application Form (DFW 1910). If awarded grant funds, public entities must also submit a formal resolution from their governing board authorizing their agency to accept the grant funds and enter into a grant agreement with CDFW.

Funding Priorities

There may be specific project types that are preferred for a given year, these priorities will be detailed in the accompanying RFP announcement. Projects that show collaboration, partnership, and benefit disadvantaged communities may be considered as a priority.

Budget

The budget should be appropriate for the work proposed in the proposal and broken down per line item. A detailed breakdown of this budget must be provided to explain major line items such as personnel services and operating expenses (materials, supplies, and subcontractors). All staff listed in the budget must be included in the project description with an explanation of their duties. Personnel services should include the number of hours and hourly rates per job title, with employee benefits shown as a rate. Travel, lodging, and per diem that are directly related to the project may not exceed the [state rates](#). The budget should outline the total costs associated with the proposed project, this includes the amount requested from EEF and any cost sharing. It must include only those costs that will be incurred during the project term, costs incurred for work performed prior to full execution of the grant agreement are not eligible. Costs are invoiced for on a reimbursement basis.

Cost Share

Cost share is a portion of the project cost not funded by the awarding agency and is provided by the applicant and/or other sources. Cost share is not required for this grant program, however, cost share is viewed as an indication of partnership and support during the evaluation process and may increase project scoring. Cost share that is identified in the proposal should be secured and used by the grantee to support the proposed project during the term of the grant.

Indirect Costs

The indirect cost rate should be reasonable and necessary to fulfill the scope of the work. The indirect cost rate should be consistent with the Indirect Cost Rate Proposal (ICRP) rates approved by the Department of Interior and the California Department of Finance for reimbursable contracts. If a negotiated ICRP is not in place, the maximum overhead rate will be 25%. When calculating the project's indirect cost rate please note that subcontractor and equipment purchase costs are not to be included.

Non-allowable Costs

All costs must be reasonable and allowable. Costs that are not allowable include the following:

- Insurance Costs
- Rent and Utilities
- Tuition
- Oil changes, vehicle maintenance or repair
- Food and beverage

- Corkage fees
- Lobbying
- Costs already billed directly
- Travel costs outside State rates and per diems
- Overtime
- Fringe Benefits
- Equipment not specifically needed for the project
- Contractor and subcontractor Mark-up Fees
- Deductible for insurance
- Audit costs
- Legal fees
- Depreciation or Use Allowances for buildings and equipment
- Costs for operating and maintaining a facility
- Licensing
- Bank Fees
- Contingencies

Open Public Meetings

The Environmental Enhancement Fund Program must comply with the Bagley-Keene Open Meeting Act, requiring that actions of state agencies be taken openly and that their deliberation be conducted openly. Thus, meetings in which the Environmental Enhancement Committee makes funding decisions will be open and available for public participation. The dates, times, and access information of these meetings will be posted on the [EEF Webpage](#).

Proposal Selection

Environmental Enhancement Committee

The Lempert-Keene-Seastrand Act requires that projects be selected by The Environmental Enhancement Committee. The Committee consists of the following members:

1. The CDFW-OSPR Administrator
2. A public member, to be appointed by the administrator, who shall be an officer or elected leader of a statewide nonprofit organization whose primary purpose is the protection and/or enhancement of natural resources
3. The Executive Officer of the State Coastal Conservancy

Applications that are complete and eligible for funding will undergo a technical review by CDFW scientific staff and a thorough evaluation by the Committee based on the evaluation criteria.

Evaluation Criteria

Projects will go through an administrative review based on the minimum requirements shown in Appendix A. Projects that meet the minimum requirements shall be further evaluated using the criteria shown in Appendix B. The Committee will use these criteria to distinguish between preferred and non-preferred projects. All applicants are advised to carefully review their application package to ensure that that it meets the minimum requirements and addresses the items in the evaluation criteria.

Notice of Grant Awards

An email notification will be sent to each applicant notifying them whether or not their application has been selected for a grant award, based on the Committee's funding decision. The project proposal and the budget approved by the Committee will become the basis for the Grant Agreement.

Grant Administration

Grant Agreements

After grant awards are determined, the grant recipients must enter into a grant agreement with CDFW. This process requires several steps and may take up to 120 days for project execution. Grantees should be prepared for this administrative process if their grant is awarded. A copy of the EEF Grant Agreement Language is shown in Appendix C.

Invoicing and Payments

Grant funds may be disbursed to the grantee not more frequently than quarterly in arrears with submission of an itemized invoice based on the approved line-item budget in the grant agreement. Invoices must include supplemental documentation showing evidence of costs (i.e. materials & supplies receipts, personnel timesheets, subcontractor invoices, etc.). Each invoice must be accompanied by a progress report that describes the work performed during the period of the invoice. Grant disbursements will be mailed to the grantees' address indicated in the grant agreement. All work must be completed and invoiced for by April of the last year of the grant term.

Reporting

All grantees must submit quarterly progress reports that comply with the requirements listed in the grant agreement. A quarterly report is required whether or not a quarterly invoice is also submitted. A final report at project completion is also required. Failure to submit timely and accurate reports may result in grant termination due to non-compliance.

Standard Grant Conditions

Grant agreements will contain the [CDFW General Grant Provisions](#) as applicable for public, non-public, and federal entities.

Appendix A: EEF Minimum Requirements Checklist

1. Is the applicant an entity that qualifies for this funding, such as a nonprofit, organizations, city, county, district, state agency, department, or federal agency? (Yes or No)
2. Does the proposed project meet at least one of the following criteria?
 - a. Acquires habitat for preservation (Yes or No)
 - b. Improves habitat quality and ecosystem function above baseline condition (Yes or No)
3. Is the proposed project or acquisition located within or immediately adjacent to state waters, as defined in Section 8670.3 of the government code? (Yes or No)
4. Does the proposed project or acquisition have measurable outcomes within predetermined timeframe? (Yes or No)
5. Is the proposed project designed to acquire, restore, or improve habitat or restore ecosystem function, or both, to benefit fish and wildlife? (Yes or No)
6. Does the proposed project or acquisition have measurable outcomes within predetermined timeframe? (Yes or No)
7. Is the project technically feasible? (Yes or No)
8. Was the application signed by the representative authorized to submit the application? (Yes or No)
9. Did the applicant include a detailed breakdown explaining the major line items of the budget? (Yes or No)
10. Did the applicant submit a completed grant application package? (Yes or No)
11. If applicant failed to complete any section of the application package, did the applicant include an explanation why the section was not completed? (Yes or No)
12. Did the applicant include a list of all subcontractors participating in the project including name, qualifications, address, and a description of their work? (Yes or No)

Appendix B: Project Evaluation Criteria

EVALUATION CRITERIA: Projects that meet minimum requirements identified in Appendix B: EEF Minimum Requirements Checklist, shall be further evaluated using the criteria below.

- 1. Likelihood of Success** - Consider the potential for success. Also consider the ability to evaluate the success of the project, the ability to correct problems that arise during the course of the project, and the capability/experience of individuals or organizations expected to implement the project.
- 2. Degree of Benefits** – Consider the extent of the benefits to natural resources resulting from the project.
- 3. Multiple Resource Benefits** - Consider the extent to which the project benefits more than one habitat or species. Measure in terms of the quantity and quality of the types of natural resource benefits expected to result from the project.
- 4. Time Needed to Provide Improvements** - Consider the time it takes for the intended improvements to be provided to the target habitat or species. The sooner benefits are provided, the better.
- 5. Duration of Benefits** - Consider the expected duration of benefits from the project. Long-term benefits are the objective. Additionally, consider climate change and expected sea level rise related impacts to the future benefits of the project.
- 6. Protection of Project Benefits [Maintenance and Oversight]** - Consider the opportunities to protect the resulting environmental enhancements over time through conservation easements, land acquisition, or other types of resource dedication. Long-term protection is preferable.
- 7. Cost-Effectiveness** - Consider the relationship of expected project costs to expected habitat and ecosystem benefits. Seek the least costly approach to deliver an equivalent or greater amount and type of benefits.
- 8. Total Cost and Accuracy of Estimate** - The total cost estimate should include money to design, implement, monitor, and manage the project. Validity of the estimate is determined by the completeness, accuracy, and reliability of methods used to estimate costs, as well as the credibility of the person or entity submitting the estimate.
- 9. Ability to Document Improvement** - Consider the ability to accurately document improvements to the habitat or species affected by the project.
- 10. Benefit to Disadvantaged Communities** – Consider whether the project will benefit a disadvantaged community. A disadvantaged community is defined as “a community with an annual median household income that is less than 80 percent of the statewide annual median household income” (CWC §79505.5).

Appendix C: EEF Grant Agreement Language

**OFFICE OF SPILL PREVENTION AND RESPONSE
ENVIRONMENTAL ENHANCEMENT FUND
[INSERT PROJECT TITLE FROM PROPOSAL]
GRANT AGREEMENT NUMBER – QXX750XX**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: [Grantee Legal Name]
[Mailing Address]
[City, State Zip]

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to Government Code Section 8670-8673, the California Department of Fish and Wildlife (CDFW or Grantor) is authorized to enter into this Grant Agreement (Agreement) and to make an award to the [Grantee Legal Name] (Grantee) for the purposes set forth herein. The Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, the Grantor and the Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, the Grantor shall provide the Grantee with a maximum of \$XX,XXX (Grant Funds) to financially support and assist the Grantee's implementation of [Enter Project Title from Proposal] (Project).

2.02 Term: The term of this Agreement is [Enter Term Start Date], or upon Grantor approval, whichever is later, through [Enter Term End Date].

SECTION 3 – ELIGIBLE USES OF GRANT

Only the Grantee expenditures that are necessary to implement this Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE'S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor as follows:

:

- 4.01 Existence and Power:** The Grantee is an [ENTER APPROPRIATE TYPE], validly existing, and in good standing under the laws of California. The Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with the Agreement's terms.

SECTION 5 – GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to the Grantee to complete this Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The Grantee agrees that only Grantee expenditures that are necessary to implement this Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. The Grantee acknowledges that it may not transfer the Grant Funds between or among budget line-items without written approval from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to the Grantee according to the payment and report schedule identified in Section 8 – Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow the Grantor to fund this Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, the Grantor reserves the right to modify this Agreement to reflect a reduction in available funds as an alternative to termination.
- 5.06 Submission of Reports:** The Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by the Grantor.
- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), OR Non-Public Entities General Grant Provisions (Exhibit 1.b.) and the Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.

- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. The Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. The Grantee must include an explanation of and justification for any such request.
- 5.09 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 5.10 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that this Project received funds through the CDFW. Further, the Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for the Grantor’s financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.11 California Business and Professions Code:** The Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) or Section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** [Insert a BRIEF overview which sums up this Project in one or two paragraphs. The introduction will need to answer the following questions:
- What is the purpose of this Project?
 - Why is this Project necessary?
 - What are the overall objectives for this Project?
 - What is the history of this Project?
 - Is this part of a multiphase project? If so, outline the phases.]

Note: Please only refer to the Grantee as “Grantee” throughout this agreement.

- 6.02 Objectives:** Specific objectives of this Project are to: [The objective(s) should identify specific end goal(s) that will be accomplished by this Project. The specifics

for how, when, where and by whom these goals will be accomplished should be addressed in Section 6.03 – Project Description. Objective(s) should include the following:

- What goals are being identified?
- What approach will be taken to achieve these goals?]

6.03 Project Description: The Grantee will manage this Project as described below: [Directions: This section must outline who is performing what tasks on this Project (Grantee staff, consultants, Grantee subcontractors). This section must align with staff and subcontractors in the budget.

Describe each subcontractor separately, even if the entity has not yet been identified, so that each task is associated with the person/entity performing task. If a subcontractor has not yet been identified, refer to the type of subcontractor, e.g., Construction Subcontractor, Engineering Subcontractor, etc.

If there are personnel not in the budget that will be performing the work in-kind, explain that here as well.]

6.04 Location: This Project will take place in [County Name] County, California (Property).

Note: A map is an acceptable attachment for agreements occurring in multiple locations.

6.05 Materials and Equipment: Property acquisitions and equipment purchases must be consistent with Section 5.07 – General Terms and Conditions. [Directions: This section must outline materials and equipment proposed for purchase and align with anything identified in Section 9.01 – Budget Details and Funding Summary. If equipment (as defined by section 21 of Exhibits 1.a & b: Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four years or more. Actual costs include the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use) is being purchased, clearly describe the purpose so that items in the budget are clearly explained. **All costs listed in the budget must be justified and described in the appropriate task(s) located in Section 6.06 – Project Implementation.** Indicate whether material is being purchased by the applicant or subcontractor. If the Grantee or subcontractor are providing materials or equipment and not charging the grant, make that clear here as well. Subcontractor costs do not need to be explained, however if items purchased are discussed in this agreement, it should be clear if they are a subcontractor expense or part of the match. For example, if the tasks discuss logs being placed in a stream, it should be clear who is providing them.] **[If no materials or equipment are identified in the proposal because they are included in subcontractor costs, suggest using the following language:** All materials and equipment are included in subcontractor costs or will be provided as cost share by the Grantee.]

Example: Materials purchased by the Grantee include steel pipe, pump components, wood piers, and wood platform. The Grantee will rent ATVs for transportation to remote survey locations for this Project. A qualified biologist will be subcontracted to complete...

All materials (e.g., office supplies, notices, pamphlets, bulletins, etc.) necessary for the Project will be furnished by the Grantee and procured with funding provided by the Grantor.

6.06 Project Implementation: Consistent with the Grantee's proposal for this Project, the Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and Deliverables.

[Directions: Enumerate tasks for this Project here. These tasks will align with Section 6.07 – Schedule of Due Dates and Deliverables as well as Section 9 – Budget and Payment.

The Task(s) listed here in Section 6.06 – Project Implementation will need to answer the following questions: How will this Project be evaluated? What approach will be utilized? What procedures and processes will be executed to implement this Project? What is the desired result and how will it be effectively evaluated?]

Task 1 – Project Management and Administration

The [Personnel Job Title] will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, [INSERT AS APPLICABLE...assuring all permits are finalized, delivering the final landowner access agreement, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management. Invoicing, progress and annual reports, draft final and final report, and invoicing should all be included under Task 1.]

Task 2 – [Insert Name of Task]

[Explain Task 2 and additional tasks following this format. Any subtasks should be indented (Task 2.1, etc.). Explain the roles of the Grantee staff by title as they appear in the budget and/or subcontractors to each task.]

6.07 Schedule of Due Dates and Deliverables:

[This section must include all tasks identified in 6.06 – Project Implementation. Tasks should not be identified here that have not been addressed in 6.06. All deliverables must be completed a minimum of thirty days prior to the grant term end date and a minimum of two weeks before the Final Report and Final Invoice dates.

In the Deliverables or Task Work column, either insert the item to be delivered or the work task to be completed. It does not necessarily include a deliverable item

to be turned in to CDFW. Insert the completion dates of milestones in order to gauge progress of work completed.

Example: Design plans and reports are deliverables. When are they due for submittal? Building a bridge or completing a survey is task work. When should this be completed in order for this Project to stay on track?]

Task	Task Name	Deliverables or Task Work	Estimated Completion Dates
1	Project Management and Administration	Quarterly Progress Reports	Due within 30 days following each calendar quarter (March, June, September, December) after grant execution.
		Quarterly Invoices	Due within 30 days following each calendar quarter (March, June, September, December) after grant execution.
		Draft Final Report	Example: Due at least 15 days prior to the Final Report. [Insert Date] <i>If no Draft Final Report is required, ALL deliverables must be submitted 30 days prior to the Final Report</i>
		Final Report	[Insert Date] <i>Due no later than the Grant Term end date.</i>
		Final Invoice	[Insert Date] <i>Due no later than the Grant Term end date.</i>
2	[Task Name]	Task Deliverable	[Insert Date]
3	[Task Name]	Task Deliverable	[Insert Date]

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the term of this Agreement:

CDFW Grant Manager:		Grantee Grant Manager:	
Name:		Name:	
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Grant Coordinator:	
Name:		Name:	
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

SECTION 8 – REPORTS

8.01 Progress Reports: The Grantee shall submit Quarterly Progress Reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide the Grantee with a sample Progress Report upon request.

Requirements:

1. The Grantee name, this Project's title, this Agreement number, and dates that the progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent quarter;
3. Documentation of all subcontractor activities;
4. Updates on progress towards meeting Project objectives, output and outcome performance measures;
5. Document delivery of any intermediate work products;
6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved

problems; and

8. Quarterly progress reports will be submitted electronically in PDF or Microsoft Word compatible format and conform to the template provided.

8.02 Draft and Final Report: The Grantee shall submit a Draft Final Report at least 15 days prior to the Grantee's submission of the Final Report. The CDFW Grant Manager will provide the Grantee a sample Final Report template upon request. The Grantee shall submit a Final Report which summarizes the life of this Agreement and describes the work and results pursuant to Section 6 – Project Statement and by the date listed in Section 6.07 – Schedule of Due Dates and Deliverables. The Final Report will consist of one electronic version in Microsoft Word (or compatible format), upon the completion of this Project.

8.03 Document Accessibility: CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Office of Spill Prevention and Response Environmental Enhancement Fund Grant Program Final Reports will be posted to CDFW's website, the Grantee must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: The Grantor will provide an amount not to exceed \$XX,XXX as detailed in the Line-Item Budget Detail (Budget) below. The Grantee or its partners will provide up to \$XX,XXX in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. The Grantee will provide the Grantor accurate records of all cost share with the Grantee's Final Report.

[Directions: The budget must be broken down into six categories as applicable:

- A. Personnel Services (Note: If staff are receiving benefits, those benefits will need to be broken out separately, along with the percentage amount);
- B. Operating Expenses: General; All Grantee expenses associated with this Project, including permit fees, etc. (Note: If an item is described as "equipment," it must be followed by "less than \$5,000");
- C. Operating Expenses: Subcontractors;
- D. Operating Expenses: Equipment: \$5,000 or more per item. Itemize each piece of equipment;
- E. Indirect Costs (IDC can only be used for sections A and B, and cannot be used for sections C and D); and
- F. Grand Total.

The budget table must be in format with and include a minimum level of detail consistent with the table below. Classifications must be broken out separately.

Note: subcontractors and equipment line items may not be used in calculation of indirect costs. Show each subcontractor as one line-item with a lump sum. Travel, lodging, and per diem may not exceed state rates. Do not include cost share information here – rather use the table in next section.]

Line-Item Budget Detail	
A. PERSONNEL SERVICES	
Personnel Title 1 (Hours and Rate)	\$
Personnel Title 2 (Hours and Rate)	\$
Example: Post Grad Researcher II (20 hours @ \$81.66/hr)	\$
Subtotal Personnel Services	\$
Staff Benefits XX% (If Applicable)	\$
Example: Post Grad Researcher II (@ 25%)	\$
Total Personnel Services	\$
B. OPERATING EXPENSES: GENERAL	
Field Supplies (List Grantee field supplies in Section 6.05 – Materials and Equipment)	\$
Travel (Not to exceed state reimbursement rates)	\$
Equipment items (Each item less than \$5,000)	\$
Subtotal Operating Expenses: General	\$
C. OPERATING EXPENSES: SUBCONTRACTORS	
Subcontractor 1	\$
Subcontractor 2	\$
Subtotal Operating Expenses: Subcontractors	\$
D. OPERATING EXPENSES: EQUIPMENT	
Equipment Item (\$5,000 or more per item)	\$
Example: 2 ea. Widget (@ \$5,000 ea.)	\$
Subtotal Operating Expenses: Equipment	\$
E. INDIRECT COSTS	
Indirect Charge Rate XX% (Applies to Sections A + B only)	\$
F. GRAND TOTAL (A+B+C+D+E)	\$

[If there will be more than one agency providing match or in-kind funds, then the table below will need to be used in order to break out the funding sources.]

Any changes or modifications to a fund source below must be promptly reported to the CDFW Grant Manager, in writing.

Funding Sources Summary			
Source of Funds	Cash	In-Kind	Total
CDFW	\$	\$	\$
Other State Agency(ies) (List by name)	\$	\$	\$
Federal (List by name)	\$	\$	\$

Grantee (indicate if Federal Funds)	\$	\$	\$
Other(s) including partners (if applicable, state name)	\$	\$	\$
Total Project Cost	\$	\$	\$

Task No.	Name	Task Amount
TASK I		\$
TASK II		\$
TASK III		\$
TASK IV		\$
TASK V		\$
	TOTAL PROJECT COSTS	\$

9.01.1 Budget Flexibility: The Grantee must submit all budget line-item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line-items may be permitted. Any revision to the Line-Item Budget Detail must comply with Section 5.08 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of this Project as detailed in Section 6 – Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line-item shifts within a budget category (e.g., Field Supplies to Travel) up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to this Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) that exceeds \$25,000 or 10% of the Agreement amount, whichever is less.

9.02 Payment Provisions:

9.02.1 Disbursements: The Grantor will disburse Grant Funds to the Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.07 – Schedule of Due Dates and Deliverables.

The Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	
Attention:	
Address:	[Mailing address provided here must match the mailing address in the STD 204 Payee Data Record]

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee’s performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there is cost share involved with this Project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide the Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07 – Schedule of Due Dates and Deliverables. The invoice package must be either mailed hard copy or provided by electronic submission to the CDFW Grant Manager contact located in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. The printed name of the Grantee on company letterhead;
3. The Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. The name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;

6. This Agreement number and the sequential number of the invoice (i.e., Q XX750XX-1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this Agreement;
9. The original signature of the Grantee; and
10. The Grantee must provide supporting documentation for the invoice and actual receipts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: Enter Grantee Signatory Name
Title: Enter Title
Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:
Signature: _____
Printed Name: _____
Title: Branch Chief, Business Management Branch
Date: _____

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.