

APPENDIX F: ERP Grant Conditions

1. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete the project in accordance with the Scope of Work.
2. State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Department of Fish and Game 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 to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>.
3. No work can be performed until the Grantee has received an executed copy of an awarded grant.
4. An awarded Grant does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act.
5. The Grantee is responsible for ensuring compliance with all applicable permitting and environmental review requirements that may be required to accomplish the project described in the Scope of Work.

As a condition of grant funding, Grantee is required to utilize the information and analysis in the CALFED Programmatic Environmental Impact Statement/Environmental Impact Report (PEIS/EIR), to the extent applicable, in evaluating the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance needs for the Project.

As a further condition of grant funding, Grantee is required to utilize the information, analysis, and procedures in the CALFED Multi-species Conservation Strategy (MSCS), to the extent applicable, in complying with State and Federal Endangered Species Acts for the Project.

6. No equipment will be purchased with funds provided by the Grantor under an awarded grant without prior approval of the State. The Grantor does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the Grantor. The Grantor's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the Grantor or its officers, employees, or agents.

For the purpose of an awarded Grant, "equipment" shall be defined as tangible property (including furniture) with a unit cost of \$5,000.00 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.

7. The Grant Manager may require the Grantee to submit progress reports as often as deemed necessary, but not more often than once a month. The final report must include copies of any publications or reports produced. The final report is due on or before the scheduled project completion date.
8. Grant disbursements will be made to the Grantee in arrears, upon receipt by the Grant Manager of an original itemized invoice. Invoices may not be submitted more frequently than monthly, in arrears, with the exception of the invoice for final retention. The invoice shall contain the following information:
 - a. The word "Invoice" should appear in a prominent location at the top of the page(s);
 - b. Printed name of the Grantee;
 - c. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
 - d. Name of the Region/Division of the Department of Fish and Game being billed;
 - e. The date of the invoice and the time period covered; i.e., the term "from" and "to";
 - f. The number of the Grant upon which the claim is based;
 - g. The invoice must be itemized using the categories and following the DFG budget format;
 - h. 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 the awarded grant;
 - i. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices);
 - j. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.
9. Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under an awarded grant 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.
10. Grantor shall withhold ten percent (10%) from each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention. (Does not apply to State agencies or PSMFC)

11. Grantee agrees that all travel and per diem paid its employees under an awarded Grant shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.
12. Any disputes concerning the project or the Grant shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.
13. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant and for a period of three (3) years after receipt of final payment. During such time, said records shall be made available to the State of California, or their designated representative, for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be confined to those matters connected with the Grant, including but not limited to, the administration and overhead costs.
14. All sub-agreements will be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such sub-agreements.
15. If a subcontractor is used, then a written copy of the sub-agreement must be submitted to the Grant Manager, prior to the commencement of work by the subcontractor. The sub-agreement 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 grant.
16. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of an awarded Grant, including review and inspection on a daily basis, with 72 hours notice.
17. The project specifications subject to an awarded Grant may only be amended in writing by mutual agreement of the Grantor and Grantee. If any change in the terms and conditions become necessary, a written request shall be made to the Grant Manager.
18. The Grantor may terminate the Grant upon giving thirty (30) days written notice to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.

19. DFG is authorized to collect information from grantees in order to process, track, and ensure completion of grant projects. A grantee's name and address may be provided to the public if requested (per Government Code Section 6253). Other personal information submitted on an awarded grant may be released to governmental entities involved with the funding of the project, for law enforcement purposes, pursuant to court order, or for official natural resources management purposes. A Grantee may obtain a copy of his/her Grant file maintained by the Grantor by submitting a written request to the Department of Fish and Game, Water Branch, Ecosystem Restoration Program, 830 S Street, Sacramento, CA 95811. All requests must include the requestor's name, address, and telephone number.
20. 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. If the Grantee fails to perform in accordance with the provisions of an awarded Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.
21. The Grantee will acknowledge the participation of the Department of Fish and Game, Ecosystem Restoration Grant Program funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Project.