

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

Grant Application and Administrative Procedures Guide; Environmental Enhancement Fund Grant Program



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GRANT APPLICATION & ADMINISTRATIVE PROCEDURES GUIDE

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PREFACE

This Grant Application and Administrative Procedures Guide (Guide) provides the instructions and information necessary for application to the Environmental Enhancement Fund grant program. This grant program is administered by the California Department of Fish and Wildlife's Office of Spill Prevention and Response (OSPR). The objective of this grant program is to award grants to nonprofit organizations, cities, counties, districts, state agencies, and departments; and, to the extent permitted by federal law, to federal agencies to support 'environmental enhancement' projects as that term is defined in statute. Projects must be selected by the Environmental Enhancement Committee (Committee), and must be located within or immediately adjacent to state waters.

The Guide contains: 1) eligibility criteria for grant applicants; 2) how to apply; 3) the mechanism for the selection of grant recipients; 4) the procedures for grant award/denial notification; 5) the terms and conditions of the grant agreement; 6) the mechanism for payment of funds; and 7) other administrative procedures and an example grant agreement (Appendix B).

The OSPR staff would appreciate any comments and suggestions you might have for improving this Guide. If you have any questions or concerns about the information or materials contained herein, please write or e-mail:

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INTRODUCTION AND 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 (EEF) (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 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.

ELIGIBLE APPLICANTS

Any nonprofit organizations, cities, counties, cities and counties, districts, state agencies, and departments; and, to the extent permitted by federal law, federal agencies may be awarded funding in an Environmental Enhancement Grant.

AVAILABLE GRANT FUNDS

The spending authority that OSPR receives varies from year to year. The total amount awarded to all grantees in a single year is typically \$250,000 to grantees, but may be more or less depending on several factors. Contact the EEF coordinator for current year allocations. Disbursement of the grants is contingent on the availability of funds in the EEF. Multi-year projects are acceptable so long as there is no more than the total annual spending authority requested per year. The EEF Committee is seeking large scale projects with anticipated expenditures not to exceed the total amount currently available.

GRANT APPLICATION

To participate in this grant program, all applicants must submit a completed grant application package to the Department of Fish and Wildlife, Office of Spill Prevention and Response. The main components of the grant application are:

- Project Proposal (on Grant Application Form)
- Declaration of Authority - authorizing submittal of application
- Budget
- Qualifications of Applicant and Example(s) of Prior Successful Projects- including those for subcontractor(s)

The proposal must be submitted on the EEF Grant Application Form. A maximum of 6 pages of material beyond the application form may be submitted, which must include the budget and may contain maps, tables, graphics, figures, or photos. Qualifications of Applicant materials do not count against the 6 pages limit, but please keep these as brief as possible. All requested information on the application form must be complete.

PROJECT PROPOSAL

The project proposal describes the scope of work to be completed, the manner in which the work will be conducted, and a timeline for work completion.

If the project proposal is approved by the Environmental Enhancement Committee, the project proposal will become a part of the Grant Agreement.

DECLARATION OF AUTHORITY

Each applicant must submit a Declaration of Authority stating that they are authorized to submit an application for these grant funds. A sample declaration is included as Appendix A.

BUDGET

The budget outlines the total costs associated with the proposed project. It must include only those costs that will be incurred during the project term. All costs must be reasonable and allowable. Costs that are not allowable include those for training, purchase of equipment, etc. Work performed prior to full execution of the Grant Agreement is not eligible for funding. An example of an acceptable budget format is included in Appendix B, which is an example of the grant agreement that will be generated for successful applications.

Note that a separate detailed breakdown must be provided to explain major line items such as personnel services and other operating expenses.

Personnel services include salaries, wages, and benefits for wage-earning personnel employed by the applicant who will be working on the project. Costs incurred from a third party are classified as professional and consultant services. Grant recipients are required to keep up-to-date time sheets and records for the duration of the project.

Operating expenses may include supplies, travel, and miscellaneous expenses other than personnel services necessary for the completion of the project. Supplies may include paper stock, printing and duplication, and binders. Travel includes cost of transportation,

subsistence, and other costs incurred by the applicant that are directly related to the project. Other expenses may include telephone, postage and any miscellaneous costs incurred that are related to the project.

Provided the foregoing costs are reasonable and the budget is approved by the Environmental Enhancement Committee this document will become a part of the Grant Agreement. An example grant agreement is shown in Appendix B.

WHEN AND WHERE TO APPLY

Application packages must be postmarked no later than the deadline that is advertised. Applications received after the deadline will be returned to the applicant. A completed application package that follows the format described in Application Instructions must be submitted to:

Daniel Orr, Environmental Enhancement Fund Grant Coordinator
California Department of Fish and Wildlife, Office of Spill Prevention and Response
1700 K Street, Suite 250
Sacramento, California 95811-4022
or electronically (preferred) to daniel.orr@wildlife.ca.gov

REVIEW, EVALUATION, AND SELECTION PROCESS

OSPR will make an initial review of each application received by the deadline published in the notice. The initial evaluation will be the administrative review to determine eligibility of the applicant and completeness of the Grant Application. The form that OSPR will utilize for this purpose is included as Appendix C (Minimum Requirements Checklist). All applicants are advised to carefully review their application package to ensure that it is complete. Failure to complete all the requirements may result in the disqualification of the applicant.

Applications that are complete and eligible for funding will undergo a technical review and thorough evaluation by the Committee. The Environmental Enhancement Committee will evaluate and score each eligible application. The following evaluation criteria will be used by the Environmental Enhancement Committee to evaluate each application and project proposal that meets the threshold criteria identified in Appendix D:

Evaluation Criteria:

Projects that meet minimum requirements shall be further evaluated using the criteria below. These screening criteria shall be used to distinguish between preferred and non-preferred projects.

1. Likelihood of Success
2. Degree of Benefits
3. Multiple Resource Benefits
4. Time Needed to Provide Improvements
5. Duration of Benefits
6. Protection of Project Benefits [Maintenance and Oversight]
7. Cost-Effectiveness

- 8. Total Cost and Accuracy of Estimate
- 9. Ability to Document Improvement

An expanded explanation of these criteria can be found in Appendix D.

NOTICE OF GRANT AWARD OR DENIAL

A written notification will be sent to each applicant notifying them whether their application has been selected for a grant award or denied. Successful applicants will be notified of contact person(s) with whom they should make contact to administer the grant. The project proposal and the budget approved by the Committee will become a part of the Grant Agreement.

The denial letter will include the basis for denial and will provide a staff person to contact in the event there are questions. The original application package will be retained by OSPR.

ADMINISTRATIVE PROCEDURES

After the review and evaluation process is completed and grant recipients have been selected, there are several steps that must be taken in order to enter into the grant agreement and during the process of administering the grants. Applicants should be prepared for this if their grant is awarded.

SAMPLE DECLARATION OF AUTHORITY

APPENDIX A

To: California Department of Fish and Wildlife - Office of Spill Prevention and Response

I, (print name) _____, declare that our agency, _____, has the authority to submit, on behalf of (name of the local entity(ies) to be covered by the plan proposal) _____, an application and project proposal for grant funds from the California Department of Fish and Wildlife's Office of Spill Prevention and Response's Environmental Enhancement Fund Grant Program. A formal resolution designating such authority shall be submitted prior to entering into any grant agreement. Please direct any correspondence regarding this program to our agency at:

CONTACT PERSON: AGENCY NAME: AGENCY ADDRESS: CITY/ZIP CODE: PHONE NUMBER: EMAIL ADDRESS: FACSIMILE:

Authorized Representative Signature
(printed name)

Title Date

SAMPLE GRANT AGREEMENT LANGUAGE

APPENDIX B

«ENTER GRANT_PROGRAM NAME»

GRANT AGREEMENT NUMBER «GRANT_NUMBER»

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

GRANTEE: «Grantee_Legal_Name» (Grantee)
«Mailing_Address»
«City_State» «Zip»
Facsimile Number: «Fax_»

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to «ENTER APPROPRIATE GRANT AUTHORITY CODE(S) OR OTHER AUTHORITY», Grantor is authorized to enter into a Grant Agreement (“Agreement”) and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee (“the parties”) accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of «Enter Dollar Amount of Grant» to financially support and assist Grantee’s implementation of «Enter Project Title».

Term. The term of this agreement is «**Enter Term Start Date**», or upon Grantor approval, whichever is later, through «**Enter Term End**».

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power.** Grantee is an «**Enter an appropriate qualifying business type authorized under grant authority (i.e., non-profit, governmental entity, etc)**», validly existing, and in good standing under the laws of California. 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 Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its 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 Grantee to complete the activities identified within Section 6, Project Statement: Objectives and Timelines.

- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in ~~<Delete the version that does not apply, along with these directions>Exhibit 1.a OR: Exhibit 1.b~~ of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to 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 Grantor to fund the Program at the level initially agreed, 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:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.07 General Terms and Conditions.** ~~<Delete the version that does not apply, along with these directions, and attach the incorporated version in hard copy to the agreement>: **Public Entities General Grant Provisions (Exhibit 1.a), OR: Non-Public Entities General Grant Provisions (Exhibit 1.b)**, is attached hereto and made a part of this agreement.~~
- 5.08 Federal Terms and Conditions.** Exhibit 2, Federal Terms and Conditions, is hereby incorporated into this agreement and attached hereto. ~~<DELETE THIS SECTION IF THE GRANT IS NOT FEDERALLY FUNDED>~~

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

- 6.01 Introduction:** Briefly describe the background and overview of the project, providing an explanation of all project goal(s) in logical order. This should include the following information:

*What is grantor's program name?

*What is the grantee's project title?

*What makes this project necessary?

6.02 Objectives(s): The objective(s) should identify specific end goal(s) that will be accomplished by the 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:

6.03.1 Location: Where will the project take place?

6.03.2 Project Set Up: Describe how the project will be set up in terms of staffing, planning sessions, etc.

6.03.3 Materials: What materials will be utilized? If big-ticket items are being utilized, clearly describe the purpose so that items in Section 8 are clearly explained.

6.03.4 Project Implementation: How will the project be evaluated - what approach will be utilized, what procedures and processes will be executed to implement the project? What is the desired result and how will it be effectively evaluated?

6.03.5 Project Management: How will the project be effectively administered? How will the project be fiscally managed? (staffing levels, supervision, administration of tasks, project oversight and auditing)

6.03.6 Timelines: Provide Completion Dates for all steps of implementation.

6.03.7 Compliance: Provide all information relevant to ensuring compliance with applicable Federal, State, local, or other laws, as applicable

6.04 Contacts:

The Project Officials during the term of this Agreement are:

<u>CDFW Project Manager:</u>	<u>«Enter Grantee Legal Business Name»:</u>
Name: «Enter Name and Title»	Name: «Enter Grantee's Name and Title»
Address: «Enter Address»	Address: «Enter Address»
Phone: «Enter Phone Number»	Phone: «Enter Phone Number»
FAX: «Enter Facsimile Number»	FAX: «Enter Facsimile Number»
Email: «Enter E-mail address»	Email: «Enter E-mail address»

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>«Enter Grantee Legal Business Name»:</u>
Name: «Enter Name and Title»	Name: «Enter Grantee's Name and Title»
Address: «Enter Address»	Address: «Enter Address»
Phone: «Enter Phone Number»	Phone: «Enter Phone Number»
FAX: «Enter Facsimile Number»	FAX: «Enter Facsimile Number»
Email: «Enter E-mail address»	Email: «Enter E-mail address»

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 Progress Reports:

The Grantor must receive «**Enter required frequency of progress reports** » progress reports. These reports should be delivered to the CDFW Project Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below.

Requirements: «**Enter requirements of each type of progress report required (e.g., if both monthly and annual progress reports are required, define the content of those reports and requirements for purposes of tracking the project milestones)**»

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than «**Enter Due Date**».

The Final Report will consist of «**Enter Desired number of copies and desired format of delivery along with any specific content requirements (e.g., electronic, hard copy, Word/Excel, etc)**» upon completion of the project.

SECTION 8 - BUDGET

8.01. Expenditure Summary

<Below is a generic expenditure summary that provides a basis for showing how the grantee has determined their overall cost. Restructure or add/remove line items and columns, as appropriate and depending on the need>

A. Line Item budget

Line Item Description	CDFW Grant Funding	Matching Funds (identify entities and amounts)	In-Kind Services	Project Totals
Salary and Wages (specify position types utilized and rates)				
Fringe				
Equipment				
Materials and Supplies				
Travel				
Contractual Services (specify subcontractors)				
Total Direct Costs				
Indirect Costs				
Total Costs				

B. Task Budget:

	TASK NAME/DESCRIPTION	TASK AMOUNT
TASK I		\$0.00
TASK II		\$0.00
TASK III		\$0.00
TASK IV		\$0.00
TASK V		\$0.00
TOTAL PROJECT COSTS		\$0.00

Note: Task budget values are derived from line item data.

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than **<ENTER FREQUENCY>** in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Project Manager at:

California Department of Fish and Wildlife,

<Attn: _____,

Address>.

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 Wildlife 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 format of the budget;
- 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 this grant;
- i. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- j. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Project Manager.

8.02.2 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 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. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Karen Edgren

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

EEF MINIMUM REQUIREMENTS CHECKLIST APPENDIX C

APPLICANT NAME: _____

YES NO

1. Is the applicant an entity that qualifies for this funding, such as a nonprofit organizations, city, county, city and county, district, state agency, department, or federal agency?
2. Does the proposed project meet at least one of the following criteria?
 - a. Acquires habitat for preservation
 - b. Improves habitat quality and ecosystem function above baseline condition
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?
4. Does the proposed project or acquisition have measurable outcomes within a predetermined timeframe?
5. Is the proposed project designed to acquire, restore, or improve habitat or restore ecosystem function, or both, to benefit fish and wildlife?
6. Does the proposed project or acquisition take the place of any cleanup or primary restoration which may be required after a spill incident?
7. Is the project technically feasible?
8. Was the application signed by the representative authorized to submit the application?
9. Did the applicant include a detailed breakdown explaining the major line items of the budget?
10. Did the applicant submit a completed grant application package?
11. If applicant failed to complete any section of the application package, did the applicant include an explanation why the section was not completed?
12. Did the applicant include a list of all subcontractors participating in the project including name, qualifications, address, and a description of their work?

PROJECT EVALUATION CRITERIA

APPENDIX D

EVALUATION CRITERIA: Projects that meet minimum requirements (Appendix C) shall be further evaluated using the criteria below.

1. **Likelihood of Success** - Consider the potential for success. Consider also 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.