



Ecosystem Restoration Program

Monitoring and Evaluation Proposal Solicitation Package

September 2004

September 8, 2004

- Meeting Notice -
Ecosystem Restoration Program
2004 Monitoring and Evaluation Proposal Solicitation
and Public Workshops

Application Period: September 20 – November 19, 2004

The CALFED Bay-Delta Program agencies through the California Bay-Delta Authority, the California Department of Fish and Game, the U.S. Fish and Wildlife Service and NOAA Fisheries, requests proposals for programs and projects to monitor and evaluate ecosystem restoration actions previously funded by the CALFED Ecosystem Restoration Program or by Central Valley Project Improvement Act programs.

The proposal solicitation package can be downloaded from <http://calwater.ca.gov> on September 20, 2004.

Notice of Primary Pre-Submittal Workshop in Sacramento, California

Thursday, September 23, 2004
1:30 p.m. to 3:30 p.m.
California Bay-Delta Authority
Bay-Delta Room, Fifth Floor
650 Capitol Mall, Sacramento

This workshop will include a session on proposal content and format and a demonstration of the web-based submittal process. Shortly after the workshop, written responses to common questions will be posted in the Frequently Asked Questions section on the PSP web site.

Where to Submit Questions for Primary Pre-submittal Workshop:

Questions for the workshop can be submitted in writing prior to September 23, 2004 and will be answered at the workshop. Submit questions to:

Via email: help@solicitation.calwater.ca.gov
By fax: 877 408-9310

Notice of Regional Pre-Submittal Workshops in Merced and Red Bluff

Regional pre-submittal workshops will also be convened to provide additional opportunities to ask questions regarding this PSP. All regional pre-submittal workshops will be held in the evening.

Merced:
Tuesday, September 28, 2004
6:00 p.m. – 8:00 p.m.
UC Cooperative Extension
2145 West Wardrobe Avenue
Merced, CA 95340

Red Bluff:
Thursday, September 30, 2004
6:00 p.m. - 8:00 p.m.
Red Bluff Community Center
Westside/Rose Room
1500 South Jackson
Red Bluff, CA 96080

Proposal Due Date: November 19, 2004

Complete proposals must be filed electronically on the Internet at <https://solicitation.calwater.ca.gov> by **3:00 p.m. Pacific Time**, November 19, 2004. Proposals received after this date and time will not be accepted.

Information about Other CALFED Program Proposal Solicitations

You can automatically receive information about other CALFED Program Proposal Solicitations by subscribing to CALFED's Grant Opportunities and Workshops listserv at <http://calwater.ca.gov/ListServe/listserv-1.asp?Choice=1>.

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- ◆ If you have any questions, please contact Dan Ray of the California Bay-Delta Authority, Ecosystem Restoration Program at (916) 445-5243.
 - ◆ If you need reasonable accommodation due to a disability, please contact Pauline Nevins at the California Bay-Delta Authority at (916) 445-5511 or TDD (800) 735-2929.

For more information, please visit our website at <http://calwater.ca.gov>

CALFED BAY-DELTA PROGRAM

ECOSYSTEM RESTORATION PROGRAM

2004 REQUEST FOR PROPOSALS TO MONITOR PREVIOUSLY-FUNDED ECOSYSTEM RESTORATION ACTIONS

Synopsis

The CALFED Bay-Delta Program's Ecosystem Restoration Program (ERP) is seeking applications for projects that will monitor and evaluate ecosystem restoration actions, or groups of restoration actions, previously funded through ERP solicitation processes or by directed actions. The geographic area of interest is California's Sacramento River and San Joaquin River watersheds and the San Francisco Estuary.

Award Information

Anticipated Type of Award: Grant

Estimated Number of Awards: Approximately 20 to 40 awards

Anticipated Funding Amount: Approximately \$20 million total costs

Potential Funding per Grant: No limit

Length of Funding: Up to 3 years

Eligibility Information

Any public agency or non-profit organization (as defined in Water Code Section 79505(g)) who is capable of entering into a contract with the State or Federal government. This includes, but is not limited to: (1) local agencies; (2) private non-profit organizations, as statutorily defined; (3) tribes; (4) universities; (5) State agencies; and (6) Federal agencies.

Contacts

Proposal Submittal Process HelpLine: (877) 408-9310 or e-mail help@solicitation.calwater.ca.gov.

Table of Contents

	Page
Chapter 1—Introduction	1
<i>Background</i>	2
<i>Priority-setting Process for 2004</i>	3
<i>Funding Sources for this PSP</i>	3
Chapter 2 – Priority for this Proposal Solicitation Package: Understanding the Effects of Previously Funded Restoration Actions . .	4
<i>What kinds of projects are priorities?</i>	4
Chapter 3—The Proposal and its Submittal	8
<i>Who may apply?</i>	8
<i>Can you meet these requirements?</i>	9
<i>What does your proposal need to contain?</i>	9
<i>How do you submit your proposal?</i>	18
<i>When must proposals be submitted?</i>	19
Chapter 4 —Proposal Review and Selection	20
<i>How will proposals be reviewed?</i>	20
<i>What is the schedule for reviewing and selecting projects for funding?</i>	24
Attachments	
Attachment 1 – Conflict of Interest Rules	
Attachment 2 – Requirements of Funded Proposals	
Attachment 3 - Sample Scope of Work	

Chapter 1—Introduction

What is in this chapter?

This Proposal Solicitation Package (PSP) serves two purposes: (1) to help you determine whether you want to apply for a grant through the CALFED Bay-Delta Program's Ecosystem Restoration Program (ERP) and (2) to guide you through the proposal process, including submittal, review, approval, and contracting.

The first chapter of this document briefly describes the CALFED Bay-Delta Program and its goals, principles, and commitments. The processes used to establish this PSP's priorities are also explained. Information about the PSP's funding sources is also provided. The second chapter lists specific priorities for this PSP. The third chapter describes who is eligible to apply for funds, what your proposal needs to contain, and how to submit it. The final chapter outlines the proposal review and selection process and criteria.

The information in this PSP has been reorganized, but most of its processes are similar to the ERP's 2002 PSP. New features that differ from the 2002 PSP are:

- **Focused solicitations.** This package solicits proposals to monitor and evaluate previously-funded restoration actions. A later package will solicit proposals for other kinds of ecosystem restoration projects.
- **Fish screen coordination.** Proposals to complete the design, permitting, construction, and testing of fish screens identified in the ERP's *Draft Stage 1 Implementation Plan* will be considered in cooperation with the Central Valley Project Improvement Act's (CVPIA) Anadromous Fish Screen Program instead of through the review of proposals submitted in response to a solicitation. For more information, contact the U.S. Fish and Wildlife Service's Bill O'Leary at (916) 414-6725.
- **Eligible applicants.** Public agencies or certain non-profit organizations are eligible to apply. Chapter 3 describes eligible applicants in more detail.
- **Web-based submittal.** The PSP website through which proposals are submitted has been improved to provide clearer forms and easier uploading.
- **Proposal development tools.** Information about previously-funded restoration actions, conceptual models, monitoring, performance measures, and other topics is posted on a "Tools" toolbar at the proposal submittal website.

The Objectives of the CALFED Bay-Delta Program

Ecosystem Quality. Improve and increase aquatic and terrestrial habitats and improve ecological functions in the Bay-Delta to support sustainable populations of diverse and valuable plant and animal species.

Water Supply. Reduce the mismatch between Bay-Delta water supplies and current and projected beneficial uses dependent on the Bay-Delta system.

Water Quality. Provide good water quality for all beneficial uses.

Levee System Integrity. Reduce the risk to land use and associated economic activities, water supply, infrastructure, and the ecosystem from catastrophic failure of Delta levees.

Background

The CALFED Bay-Delta Program is a cooperative effort of more than 20 state and federal agencies with management and regulatory responsibilities for the San Francisco Bay, Sacramento-San Joaquin Delta, and their tributaries and watershed. In 2003, a new law created the California Bay-Delta Authority (“the Authority”) that is charged with ensuring that programs and policies are carried out as described in the CALFED Bay-Delta Record of Decision and the Final Programmatic Environmental Impact Statement/Impact Report (ROD and PEIS/EIR, respectively). The Authority coordinates the activities of numerous implementing agencies to promote balanced implementation of activities that meets the goals and objectives of the CALFED Program. The Authority is also authorized to disburse funds in the form of grants. (See Wat. Code, §§ 79420(a)(6); 79421(j).)

There are 11 program elements in the CALFED Bay-Delta Program; this PSP is for the Ecosystem Restoration Program (ERP). The agencies responsible for implementing the ERP are the California Department of Fish and Game (DFG), the U.S. Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration -Fisheries (formerly the National Marine Fisheries Service). These agencies are mid-way through the first seven years (Stage 1) of carrying out the 30-year plan laid out in the ROD and PEIS/EIR.

ERP goals. The ERP seeks to improve and increase aquatic and terrestrial habitats and to improve ecological functions in the Bay-Delta to support sustainable populations of diverse and valuable plant and animal species. The ERP has six strategic goals:

- Recover endangered and other at-risk species and native biotic communities.
- Rehabilitate ecological processes.
- Maintain or enhance harvested species populations.
- Protect and restore habitats.
- Prevent establishment of and reduce impacts from non-native invasive species.
- Improve or maintain water and sediment quality.

Guiding documents. Applicants unfamiliar with the ERP goals and objectives are encouraged to review the documents that guide how the ERP is carried out. In addition to the ROD, there are the *ERP Strategic Plan* (including its Appendix E, the

What should I read?

Many documents guide how the ERP, and consequently this PSP, are carried out. Project proponents familiar with the ERP and the CALFED Bay-Delta Program probably would do well to review the *ERP Multi-Year Program Plan* (Years 5-8) to get a sense of ERP implementation.

If you are new to the ERP PSP process, you may need to take the time to review the *Draft Stage 1 Implementation Plan*, the *ERP Strategic Plan*, and appropriate portions of the *Ecosystem Restoration Program Plan (Volumes I and II)*, the *Multi-Species Conservation Strategy* and the *Water Quality Program Plan's* environmental water quality component; the USFWS's *Final Restoration Plan for the Anadromous Fish Restoration Program* is also helpful.

All documents are available online at <http://calwater.ca.gov>

Strategic Plan for Managing Nonnative Invasive Species), the *Ecosystem Restoration Program Plan Vol. I (Ecological Attributes of the San Francisco Bay-Delta Watershed)* and *Vol. II (Ecological Management Zone Visions)*, the *Water Quality Program Plan* and the *Multi-Species Conservation Strategy*. Documents that guide Central Valley Project Improvement Act programs include the *Central Valley Project Improvement Act (HR429 Title IV)* and the *Final Restoration Plan for the Anadromous Fish Restoration Program*. The ERP's *Draft Stage 1 Implementation Plan* describes how the ERP will implement these longer term plans during the CALFED Bay-Delta Program's first seven years (2000-2007). The *ERP Multi-Year Program Plan (Years 5-8)* outlines specific implementation steps for the next three years.

Priority-setting Process for 2004

The agencies implementing the ERP have assessed progress on the *Draft Stage 1 Implementation Plan's* priorities and on the milestones of the *Multi-Species Conservation Strategy*. The assessment's results are available on-line at <http://www.delta.dfg.ca.gov/envcomp/milestones.asp>.

While the assessment's results are being considered, the Authority, on behalf of the ERP implementing agencies, is issuing this solicitation to continue the monitoring and evaluation of previously-funded restoration actions. Discussions at the Bay-Delta Public Advisory Committee's Ecosystem Restoration Subcommittee and at the ERP Science Board have underscored the importance of continuing to monitor the results of restoration actions. Because ERP grants are limited to three years, many restoration projects will soon exhaust their budgets for monitoring. If new funding is not provided soon, opportunities to sustain monitoring of how completed restoration projects are affecting the ecosystem will be lost. Results from this monitoring can also support adaptive management of previously funded ERP actions and improve planning for future projects.

Funding Sources for this PSP

We expect that about \$20 million may be awarded for projects selected through the PSP.

Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, is the primary source of funding for this PSP. Most of these funds are administered by the Department of Fish and Game. The Authority may administer some. Funds from other sources, including the Central Valley Project Improvement Act, National Oceanographic and Atmospheric Administration Restoration Funds, or Natural Resource Damage Assessment Settlement Funds, may also be available to carry out some of these projects.

Chapter 2 – Priority for this Proposal Solicitation Package: Understanding the Effects of Previously-Funded Restoration Actions

What is in this chapter?

This part of the document describes the kinds of projects for which proposals are being solicited, including some especially desirable project features.

What kinds of projects are priorities?

The priority of this solicitation is monitoring and evaluation of restoration actions, or groups of restoration actions, previously funded through ERP solicitation processes or by directed actions. These prior restoration actions may have been funded through the CALFED Bay-Delta Program or by the CVPIA's Anadromous Fish Restoration Program, Anadromous Fish Screen Program, or Habitat Restoration Program. A complete list of these projects, including their sponsors, locations, and key features, can be downloaded from the PSP website: <https://solicitation.calwater.ca.gov>. Proposals that seek funds for activities other than monitoring and evaluation of ERP and CVPIA restoration actions will not be considered through this PSP.

We seek monitoring and evaluation projects that can help the ERP and its restoration partners to continue learning:

- How well are restoration actions attaining their objectives? How are ecosystems responding to multiple restoration actions in local areas? Are harmful ecosystem stressors, such as disrupted hydrology, poor water quality, or invasions by nonnative species, reduced? Are ecosystem processes and functions recovering? What measures of project performance indicate the ecosystem's response?

Monitoring and Adaptive Management

Adaptive management is a foundation of the CALFED Bay-Delta Program. In the ERP, adaptive management means managing natural systems to ensure improvement or recovery, while increasing our understanding of how those systems work. Future management actions can then be revised or refined in light of information generated from previous actions and activities.

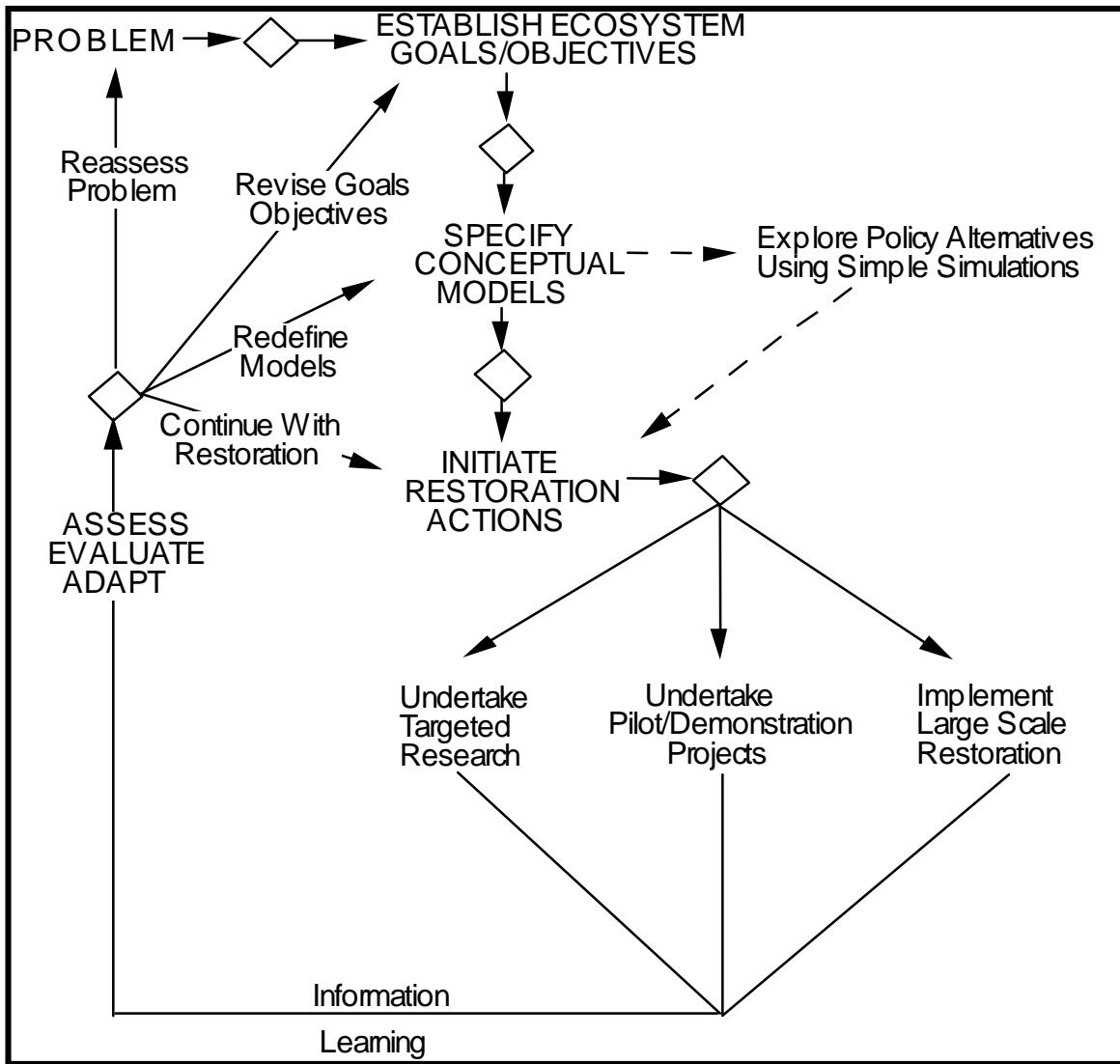
Adaptive management begins by defining the problem to be addressed and selecting goals and objectives for your action. Your understanding of how the affected ecosystem operates is documented in a "conceptual model" that describes what is known about the system and lays out your assumptions about it, uncertainties about which too little is known to be confident, and hypotheses about the ecosystem that your project will test.

If too much is unknown, you may need to begin with research to learn more so that you can more confidently assess whether your project will achieve its objectives. If uncertainties about how the system works are fewer, a pilot project that tests hypotheses about how a restoration action may turn out could be appropriate. Full scale restoration is best when prior research and pilot scale projects make you reasonably confident of achieving a restoration project's objectives.

Because each project is conducted as an experiment, monitoring to assess results and evaluate assumptions and hypotheses is essential. It provides information that is the basis of the adaptive management process. When monitoring results are reported, future projects can build on experience gained from recent actions.

Figure 1 depicts the adaptive management process. More information can be found in Section 2.0 of the *Draft Stage 1 Implementation Plan* and the *Strategic Plan for Ecosystem Restoration's* Chapter 3.

Figure 1. Adaptive Management Process



- How much progress has been made towards the objectives of the Ecosystem Restoration Program and the Multi-Species Conservation Strategy?
- What adjustments to prior restoration actions are needed to better achieve their objectives? Were the ecosystem restoration problems that these actions were intended to address accurately defined?
- What new information or understandings are resulting from restoration actions that may lead to adjustments in our understanding of Bay-Delta ecosystems?

Monitoring of several types may be appropriate:

- **Trends.** Tracking status and trends of environmental variables in ecosystems where restoration is occurring to determine whether conditions are achieving desired objectives.
- **Implementation.** Evaluations of how well a restoration action achieves the objectives listed in the project's proposal.
- **Effectiveness.** Assessments that relate restoration actions' implementation to changes in ecosystem processes or species abundance and diversity.
- **Model Validation.** Investigation of the causal relationships between ecosystem structure and functions and restoration actions.

Monitoring and evaluating outcomes in ecosystems where the ERP has undertaken its most significant restoration actions is especially important. These are: Clear Creek, Butte Creek, the Sacramento River, the Cosumnes River (including adjacent areas in the eastern Delta), the Tuolumne River, the Merced River, the North Delta, and San Pablo Bay, especially the Napa and Petaluma rivers. These areas include the greatest numbers of ERP-funded restoration actions and represent key investments of the program.

Another especially high priority is monitoring and evaluation that assess and compare outcomes of similar restoration actions, such as a group of actions to restore tidal marshes, meandering main stem rivers, or Central Valley tributaries.

Monitoring and evaluation that provide information about how key species, such as salmon or steelhead, have been affected by restoration projects are also important. The Multi-Species Conservation Strategy lists these key species, for which the CALFED Bay-Delta Program has established a goal to recover the species within the CALFED ERP ecological management zones. These are often referred to as "big R" species. Information needs include status and trends in the species' populations, or changes in habitats that support them or processes and stressors that affect them.

Monitoring and evaluation that assess an ecosystem's cumulative response to several restoration actions, continuation of monitoring initiated with previously-awarded ERP or CVPIA grants, or new studies intended to fill gaps in prior monitoring are also appropriate.

Projects should help inform ecosystem management by synthesizing data, drawing conclusions, and reporting results to appropriate audiences, including decision makers, resource managers, stakeholders, researchers, and others.

Other features we seek are:

- **Multi-Institutional Initiatives.** Projects that combine (1) current monitoring of restoration action outcomes or ecosystem status and trends, (2) universities or other research institutions talented in synthesizing and evaluating information, and (3) agencies or organizations responsible for managing important ecosystems.

- **Durable Partnerships.** Projects likely to endure beyond the term of an ERP grant, because they establish readily replicated monitoring and evaluation processes, make full use of ongoing data-gathering programs, and build partnerships capable of attracting funding from multiple sources over time.
- **Joint Fact-Finding.** Projects that involve stakeholders and others in evaluating and reporting results in ways that lead to shared understanding about ecosystems and restoration action outcomes.
- **Interdisciplinary Understanding.** Projects that draw fully upon experts in physical and environmental sciences and other disciplines needed to understand restoration action outcomes and the associated ecosystem processes.
- **Program Coordination.** Projects that, where feasible, produce results readily integrated with those of other long-term monitoring efforts, such as the Interagency Ecological Program, the CVPIA's Comprehensive Assessment and Monitoring Program, the Surface Water Ambient Monitoring Program, the San Francisco Bay integrated regional wetland monitoring program, or endangered species recovery programs.
- **Useful at various scales.** Investigations whose results are useful to resource management at various scales: regions, watersheds, or local project area.

No one project can have all these attributes. Projects should incorporate them consistent with their proponents' needs and capabilities. Projects that combine these features appropriately and efficiently are a priority.

Chapter 3—The Proposal and its Submittal

What is in this chapter?

In this chapter you will find information to help you determine your eligibility to submit a proposal, to consider if you really want to apply for an ERP grant, what your proposal needs to contain, how to submit it using the PSP website, and the deadline for submission.

Who may apply?

Any public agency or a nonprofit organization as defined in Water Code Section 79505(g) and capable of entering into a grant agreement with the state or federal government may apply. This includes, but is not limited to: (1) local agencies; (2) private nonprofit organizations, as statutorily defined; (3) tribes; (4) universities; (5) state agencies; and (6) federal agencies. Water Code Section 79505(g) defines a nonprofit organization as a nonprofit corporation formed pursuant to the Nonprofit Public Benefit Corporation Law (Division 2 (commencing with Section 5000) of Title 1 of the Corporations Code) and qualified under Section 501(c)(3) of the United States Internal Revenue Code. Private for-profit entities, nonprofits formed pursuant to other statutes or qualified under other tax code provisions, and private landowners are not eligible to receive funds from Proposition 50, the primary fund source for this PSP, and should not apply.

You do not need to have been the recipient of a prior CALFED Bay-Delta Program or CVPIA grant to submit a proposal. In some cases, monitoring and evaluation of restoration actions may more appropriately be undertaken by someone who is cooperating with the organization that implemented the action, rather than by the implementing organization itself.

Some Legal Considerations

Conflicts of Interest. All applicants and reviewers are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the proposal being rejected and/or any subsequent grant agreement being declared void. Other legal action may also be taken. Accordingly, before submitting a proposal, applicants are urged to seek legal counsel regarding potential conflict of interest concerns that they may have and requirements for disclosure. Applicable California statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

State and Federal Agencies. Applicants should also be aware that certain state and federal agencies may submit proposals that will compete for funding. Employees of state and federal agencies may participate in the review process as reviewers or panelists. All individuals who participate in the review process, however, are subject to conflict of interest laws and rules as set forth in Attachment 1.

Public Information. All proposals will become public information once the solicitation has closed and CALFED Bay-Delta Program staff has determined that they have abided by the mandatory submittal requirements. After the proposal due date has passed, all complete applications will be available for viewing on the CALFED Bay-Delta Program ERP web site. By submitting a proposal, the applicant agrees to waive any right to confidentiality of the proposal. After the Selection Panel's initial recommendation is made public, reviews from all levels of the review process will be available to the public. Proposals may be reviewed and discussed by members of the public. When an applicant signs a proposal and submits it for consideration, the applicant waives any rights to the confidentiality of the proposal.

Out-of-State Applicants. Applicants from outside California should be aware that California's law governs grant agreements entered into upon award of project funds. The venue for settling any disputes that may arise as a result of these grant agreements entered will be in Sacramento County, California.

Can you meet these requirements?

ERP grants may not be well suited to every applicant or problem. The grant proposal and review process is rigorous and time consuming. Those awarded grants must meet statutory grant agreement requirements, carefully manage funds and subcontracts, and report regularly and accurately on their progress. The first thing you need to ask yourself is, can I meet these requirements?

Answering yes to this question means you are willing to complete a full scope of work; develop a one to three year budget; have your proposal undergo a rigorous review; be prepared to consider amending your project as indicated in the reviews; and comply with all California laws, especially grant agreement conditions and environmental regulations. In addition, because California typically disburses grant funds only in response to invoices for work already completed, you may need an interim source of funds to maintain cash flows while you are waiting for reimbursement. The willingness and ability to comply with California law is essential, including for proposals coming from out-of-state applicants.

What does your proposal need to contain?

Your proposal is comprised of completed project application forms, the proposal text, and any attachments. Successful proposals are those whose proponents thoroughly and accurately complete the application forms and follow the prescribed format for the proposal text.

Proposal Forms. The forms are available online at <https://solicitation.calwater.ca.gov>. All forms are required for your proposal to be considered for funding. The forms are listed below, followed by a brief description of the information necessary to complete them.

Project Information Form. This form gathers basic information about the project, its location, and its proponents.

Executive Summary Form. The Executive Summary needs to be a concise and informative stand-alone description of your proposed project, about one page. It needs to include a brief description of your proposed project, including location; objective; the restoration action(s) it will monitor and the approach to implement the proposal; expected outcomes; and relationship to the goals of the CALFED Bay-Delta Program ERP or the CVPIA.

Environmental Compliance Checklist. This checklist describes your environmental compliance needs. These may include permits required to install monitoring equipment, handle wild plants or animals, or use public lands or waters.

Quick Checklist of Forms

- Project Information Form
- Executive Summary
- Environmental Compliance Checklist
- Land Use Checklist
- Conflict of Interest Checklist
- Tasks and Deliverables
- Budget Summary
- Budget Justification
- Signature Page

Environmental compliance is your responsibility, so determining your needs will help you budget and plan for any permits, assessments, or reports that may be necessary to complete your project successfully. In many cases environmental compliance costs can be included as part of your project proposal.

All projects must be reviewed for potential environmental impacts, which must be assessed and reported to comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Because funding for your project could come from either state or federal sources, you should determine the environmental compliance obligations under both CEQA and NEPA. Many monitoring projects may not need any documentation; others may need to complete project specific environmental impact statements/reports. Projects funded through this PSP must incorporate applicable mitigation strategies described in the ROD to avoid or minimize the project's adverse environmental impacts and appropriate conservation measures to avoid impacts to at-risk species, as identified in the Multi-Species Conservation Strategy. Other environmental regulations, such as federal and state endangered species laws, must be complied with fully.

Further guidance is available in *The Guide to Regulatory Compliance for Implementing CALFED Activities*, available on the CALFED Bay-Delta Program website at <http://calwater.ca.gov/CALFEDDocuments/GuideToRegulatoryCompliance.shtml>.

Land Use Checklist. This checklist provides CALFED Bay-Delta Program agencies accurate land use information. The information is used to determine if a project will change land use, whether it conforms to local land use plans and ordinances, and if it affects agricultural land. Most monitoring projects will not change land uses. The checklist provides an easy way to confirm whether land use will remain unchanged or to indicate any changes the project will cause.

Conflict of Interest Checklist. This checklist helps the ERP in assigning reviewers to avoid conflicts of interest between applicants, co-applicants, or subcontractors and reviewers (see "Some legal considerations" and Attachment 1).

Tasks and Deliverables. List major tasks, key deliverables and the time to complete them (in months from the date the project's grant agreement is executed).

Budget Summary. Your proposal must include a detailed budget that shows the amounts sought from the ERP for each year of the project. The budget summary must identify all budgeted costs related to each task listed in your proposal. Budgets should include amounts sufficient to comply with the Requirements for Funded Proposals listed in Attachment 2. Identify other funding commitments, the status of these commitments, source, and any cost-sharing requirements in the space provided on the form. Projects can be multi-year efforts, but for this grant proposal timelines and budgets must not exceed three years. There may be opportunities for further funding in later PSPs.

Budget Justification. All budget items must be explained in the Budget Justification Form. Your proposed budget must be commensurate with the expected benefit and effort to complete the work.

Signature Page. Print this page from the website, sign it, and fax to the number listed on the form by proposal submittal deadline. This page is used to verify that you intended to submit your proposal and that you agree to the conditions of the grant solicitation and review process.

Proposal Text. Your proposal should follow the outline below.

A good strategy in preparing your proposal is to look at the requirements and criteria for project selection listed in Chapter 4 of this PSP before writing your proposal. Your proposal will be evaluated against these criteria and reviewers will want to see how the proposal addresses them, so you may want to refer to them as you write the proposal.

A. Project Description: Project Goals and Scope of Work. This is the first section of your proposal. Thoroughly and accurately address the subsections mentioned below.

1. **Problem, Goals, and Objectives** — Describe the previously-funded restoration action(s) that you propose to monitor and evaluate. Summarize each prior action briefly, including the restoration action's setting, with maps or photographs, if applicable. Explain the current status of the action(s), highlighting accomplishments to date. If restoration is not yet complete, describe the timeline for its completion and any outstanding implementation issues.

Describe the problem that the restoration action(s) addresses. Cite relevant studies that document the problem. Clearly state the goals and objectives of the restoration action(s) that you propose to monitor. In most cases, problem statements and project goals and objectives can be drawn from earlier proposals for the restoration action(s) that you propose to monitor or evaluate. The objectives should be tangible and measurable, so that progress towards them can be assessed.

2. **Justification (including conceptual model and hypotheses)** — Present a conceptual model that explains your understanding of the key ecosystem components and

Proposal development tools

The following resources are available on the PSP website to assist you with proposal development.

- A spreadsheet of prior ERP-funded restoration actions that you can download.
- Essays on conceptual models, performance evaluation, and monitoring prepared by ERP Science Board members.
- Draft ecosystem restoration performance measures.
- Information about important monitoring programs and data management and quality control/quality assurance efforts, such as the Surface Water Ambient Monitoring Program and the California Rapid Assessment Method for Wetlands (CRAM).

functions that are relevant to the restoration action(s) that you propose to monitor or evaluate. The model should show your hypotheses regarding the cause and effect relationship between the restoration action(s) and its expected outcomes. These expected cause-and-effect relationships identified in the conceptual model should inform your selection of the attributes and indicators (i.e., performance measures) that you propose to measure in your monitoring program. You may need to show more than one conceptual model to convey important aspects of the system's hypothesized response to the restoration actions (for example models for different scales, different attributes, different species, etc).

The model or models should explain, based on the best current information, how the key components of the ecosystem respond to limiting factors, stressors or other aspects of the ecosystem that the project is investigating. Information sources should be cited. Uncertainties in the model should be revealed, clearly delineating what is known about the system from what is unknown. Models can be presented graphically or as a narrative.

In many cases, conceptual models can be drawn from earlier proposals for the restoration action(s) that you propose to monitor or evaluate, updated to reflect new understanding since the original proposals' preparation. Proposals for restoration actions funded prior to 2001, however, sometimes lacked conceptual models. For these, you will need to develop new ones.

Explain how your project's experimental design may change, if necessary, as monitoring data are gathered and synthesized, in order to periodically refocus testing of your previous hypotheses or of new hypotheses that you develop based on information that you gather.

3. **Previously Funded Monitoring** — Describe previous monitoring of the restoration action(s) that you propose to study, including analytical and statistical methods, current status, links to the conceptual models and performance measures used in your proposal, accomplishments to date, information generated, findings, and, if previously-funded aspects of these studies are not complete, any outstanding regulatory or implementation issues, the funds remaining from prior grants to complete them, and the timeline for their completion.
4. **Approach and Scope of Work** — Describe the approach and each major task you will undertake to complete your project; if appropriate, include planning, sampling or

What is a conceptual model?

The following analogy may be helpful:

Remember your high school algebra teacher telling you that it was not enough to come up with the correct answer, but that you had to "show your work" too?

That is what conceptual models are like. It is "showing your work" by describing how you think your ecosystem operates. How much of this do you know, and how much of it is just a well-informed guess? What information and assumptions about your ecosystem did you use to come up with your model?

More information on conceptual models is available at the PSP website: <https://solicitation.calwater.ca.gov>.

other monitoring protocols, and evaluation methods. These should be the same tasks that appear in the project's tasks and deliverables form and its budget forms. Include specific information about methods and techniques, equipment and facilities, data collection, statistical analysis and quality assurance procedures. Explain the criteria you will use to test your hypotheses.

Your proposal must include a list of representative, project-specific performance measures that you will be using to assess how well the restoration action(s) you propose to monitor and evaluate are achieving their goals and objectives. The rationale for selecting these performance measures should be derived from your conceptual model. Your proposal should include enough detail that the reviewers can determine if the performance measures are likely to accurately assess this restoration action's success. The types of performance measures and corresponding monitoring and evaluation plans will differ depending upon the kind of restoration action(s) you propose to assess.

Identify any changes from monitoring plans initially developed for the restoration action(s) that you are monitoring and explain why these changes are proposed.

Clearly state how your approach will increase what is known about the ecosystem and how that knowledge may be applied in other systems, too. Explain how this information will be useful to people who make decisions about managing the ecosystem, and how it will be communicated to them and the ERP's implementing agencies.

5. **Feasibility** — Show how your approach is both feasible and appropriate for the proposed work and can be completed in the time allotted, given variables such as weather conditions. Thoroughly address any contingencies or requirements such as dependence upon outcome or timing of other projects, upon natural or operational conditions, and on environmental compliance or permitting processes.

Consistent with the Environmental Compliance Checklist, explain what permits or agreements are necessary to complete the tasks in your proposal. Explain the current status of each permit or agreement, as well as any other constraints that could impact the schedule and your ability to complete your project. Zoning laws or other local ordinances, Williamson Act contracts, or other land use restrictions may affect few monitoring projects, but should be considered as you assess these constraints. Identify any other issues that may affect your ability to carry out your proposal. Describe how you will resolve those issues.

For projects that require access to private property, you must provide written permission from the property owner. If the specific locations of monitoring activities have yet to be determined, you will be required to explain your access needs and demonstrate that you have the appropriate permission for access to these properties shortly after you are notified of the grant's approval. Failure to include written permission from the property owner may result in your proposal being disqualified.

Identify landowners, facility owners or operators, other potentially affected parties, and organizations such as environmental groups, conservancies, landowner groups and other interested organizations that are aware of your project, and indicate their level of support or opposition. Identify any third party impacts that may result from your proposal and the principal measures proposed to mitigate them.

6. **Expected Outcomes and Products** — List outcomes, products, and other key deliverables that your project will produce. Expected outcomes and products may include such items as publications, presentations, workshops, seminars, and educational programs. This section can describe more fully, if needed, the deliverables you list in the Tasks and Deliverables form.
7. **Data Handling, Storage, and Dissemination** — Describe how you will handle, store, and share the data and other information generated by your projects. This should include a description of how your project will integrate with other monitoring efforts in its area or handle and store information in coordination with long-term programs such as the Interagency Ecological Program, the CVPIA's Comprehensive Assessment and Monitoring Program, the Surface Water Ambient Monitoring Program, the San Francisco Bay integrated regional wetland monitoring program, or endangered species recovery programs.

8. **Public Involvement and Outreach** — Proposals must describe a plan for public outreach to groups or individuals that may be informed by the project or affected by the restoration action(s) it monitors. This plan may include the reports and presentations that the project produces, local meetings, tours of restoration sites, or other local involvement in monitoring and evaluation activities. Researchers should consider opportunities to inform appropriate stakeholders, such as landowners, watershed groups, farm or sportsmen's organizations, affected local governments and special districts, or local news media about findings from studies in their area, in order to increase understanding about the ecosystems and restoration action(s) under study.

Local Government, Commissions and Tribal Notifications

You are not required to send copies of your proposal to local entities at the time you submit the proposal to the ERP, but you are encouraged to coordinate with local entities early in the process. ERP staff will notify potentially affected cities, counties, and tribes of proposed actions, once all proposals have been received. After the initial proposals are selected, the ERP staff will notify appropriate local governments of recommendations about projects proposed within their jurisdiction. ERP staff also will notify tribal governments of restoration projects that are adjacent to or proposed on tribal lands. These entities have an opportunity to provide comment during the public review period.

9. **Work Schedule** — Identify the duration in months of each task of the project's approach/scope of work, including public involvement and outreach activities and project management, as well as any other key milestones supporting those tasks (e.g., testing, decisions). For projects longer than one year, provide an annual time line that

identifies when milestones will be accomplished. This section can describe more fully, if needed, the schedule you portray in the Tasks and Deliverables form.

Clearly indicate which tasks are inseparable as well as tasks that can be funded incrementally, in case only part of the project is funded.

Explain whether monitoring of the restoration action(s) that you propose to study will need to extend beyond the maximum three year duration of ERP grant agreements. This may include describing how many years of monitoring may be needed to adequately understand the project's effects and the interval between periodic monitoring activities.

B. Applicability to CALFED Bay-Delta Program ERP Goals, the ERP Draft Stage I Implementation Plan, and CVPIA Priorities. In this section of your proposal explain how the outcomes of your project relate to the goals and priorities of the CALFED Bay-Delta Program, the ERP, and the CVPIA.

- 1. ERP and CVPIA Priorities** — Your proposal must specify how it addresses priorities of one or more of following: the ERP, including the *Draft Stage I Implementation Plan, Ecosystem Restoration Program Plan (Vol. I and II)*, ecosystem water quality elements of the *Water Quality Program Plan*, or the *Multi Species Conservation Strategy*, or the CVPIA. Highlight whether the project will monitor actions in one of the ecosystems listed in Chapter 2, one or more “big R” species listed in the *Multi Species Conservation Strategy*, or the habitats, processes, or stressors that affect them. Explain whether the project will measure progress toward important goals, objectives, milestones or priorities identified in ERP and CVPIA documents.
- 2. Relationship to Other Ecosystem Restoration Actions, Monitoring Programs, or System-wide Ecosystem Benefits** — Explain any relationship between your proposal and restoration actions other than those you are monitoring. (For example, will your project provide information that improves understanding of other similar actions?) Describe whether your project's results will be easily integrated with those of other long-term monitoring efforts, such as the Interagency Ecological Program, the CVPIA's Comprehensive Assessment and Monitoring Program, the Surface Water Ambient Monitoring Program, the San Francisco Bay integrated regional wetland monitoring program, or endangered species recovery programs. Identify any synergistic, system-wide ecosystem benefits, including how your proposal complements projects or programs in other areas or within a watershed. An example of a synergistic proposal is a monitoring project that helps inform planning and design of imminent restoration actions proposed for nearby ecosystems or that supports creation of monitoring capacity that can be used to assess other restoration actions there.
- 3. Additional Information for Proposals Containing Land Acquisition** — If you propose to acquire land, easements, or other rights of way for monitoring activities, your proposal must explain:

- Why these cannot be conducted on existing public land or on a right-of-way secured without fee title purchase;
- Whether you will be purchasing these lands from a willing seller;
- Why your project is consistent with the applicable county or city general plan, or that it has the support of the applicable local government support; and
- Whether the land has been mapped as Prime, of Statewide Importance, or Unique Farmland, and whether it will remain in agriculture or be converted to another use.

C. Qualifications. Provide brief biographical sketches of the principal participants, identifying education and relevant experience as well as contributions (e.g., completed projects, published reports on the same topic) consistent with their roles and responsibilities in the proposed projects. Explain how these participants provide the range of expertise in physical and environmental sciences or other disciplines needed to understand restoration outcomes and the associated ecosystem processes. Specify individual roles and responsibilities regarding technical, administrative, and project management. When subcontractors are identified, explain briefly how they were selected, and why. Disclose or discuss any potential problems regarding the principal participants' availability to complete their work within the projected timeline.

Describe the organizational structure for the staff and other resources for your proposal as well as how and to what degree collaboration will take place with other participants. Highlight links between (1) those currently monitoring the restoration action(s) or the ecosystem where it is located, (2) universities or other research institutions talented in synthesizing and evaluating information, and (3) agencies or organizations responsible for managing ecosystems in the project area.

Collaborative Projects

If you want to collaborate with others on a project, it may be easiest to do so through a contractor-subcontractor relationship. Grant agreements are typically made with only one applicant, so the proposal needs to clearly state which applicant will sign the contract. This person will be responsible for payments, reporting, and accounting. Other collaborators in the project will typically be subcontractors to the lead applicant.

Your proposal must explain how the collaboration will work, including how decision-making authority and liability is to be allocated.

Your proposal must also identify the tasks that will be performed by the different entities.

The names of known subcontractors must be identified. When subcontractors are identified, explain briefly how they were selected, and why. ERP is aware that some subcontractors may not be known until after the proposal is selected for funding and subcontracts are put out for competitive bidding, as required by California State law.

You may include the estimated costs of subcontract work and any costs for managing subcontractors in your proposal.

Some collaborative projects may need separate contracts for some participants, especially state agencies, which often have difficulty accepting roles as subcontractors to non-state organizations. Separate interagency agreements may be used in those cases.

Any conflicts of interest that cannot be satisfactorily described in the proposal forms should be explained here.

D. Cost. There are three elements to this section.

1. **Budget**—Use the PSP website’s budget forms to provide a detailed budget for each year of the project. It does not need to be repeated in your proposal’s text. Since funding may be awarded for only parts of a project, your proposal’s text should explain which tasks could be funded separately.
2. **Cost sharing**—Identify other funding sources for your proposal, the status of these commitments (e.g., tentative approval, contract, etc.), source, and any cost-sharing requirements. Successful proposals identifying cost-sharing funds must have commitments of those funds within 30 days after being notified that their proposal has been approved by ERP. If you fail to secure the cost-share funds identified in your proposal, and as a result, have insufficient funds to complete your project, your award may be amended or terminated.
3. **Long-term funding strategy** – Describe plans for funding long-term monitoring, if necessary, after the term of the ERP grant for which you are applying.

E. Compliance with Standard Terms and Conditions. Clearly state whether you are willing and able to comply with the terms of standard ERP grant agreements, as described in this PSP’s attachments. Carefully review and make sure you understand the standard grant agreement terms. If you cannot agree to any standard clauses, you must disclose the disagreement in the text of your proposal; otherwise the standard terms are considered to be non-negotiable. The funding agencies will review your disagreement and decide whether or not to alter the standard terms; the funding agencies reserve the right to refuse to alter any standard grant agreement language.

G. Literature Cited. All proposals must include a list of references for all research studies, project reports, scientific reports or other supporting information cited in the proposal.

H. Nonprofit Verification. Nonprofit organizations must append proof of nonprofit status, such as an Internal Revenue Service letter, to the proposal.

Proposal Format. Successful proposals will be well written, accurate, and concise. This proposal process requires that your proposal be submitted electronically, using the process described below. There are some formatting considerations that you need to keep in mind:

Page limits. The proposal text should be no more than 20 pages, excluding literature cited, maps, photographs, figures, tables, or attachments. You may include attachments that assist reviewers with their evaluations; however, it is essential that you present all critical information in the body of your proposal.

File size. The PSP website includes links to tools to help you manage the size of the file containing the proposal text and any attachments. Please contact the helpline early if you anticipate submitting a file greater than 2 MB. Large files are difficult to upload and sometimes cannot be viewed readily by reviewers or others who lack high-speed Internet connections.

Format. Body text must be 12 point in a readable typeface; text in tables and figures must be no smaller than 10 point in a readable typeface. Headings must be at least 14 point, but no larger than 18 point, bold typeface, flush left. Page margins are to be between three-quarters and one inch on all sides. All proposal pages, including diagrams, must be readable when printed on 8.5 x 11-inch paper.

Submission Format. You must submit your proposal as a PDF file.

Maps, Photographs, Figures, and Tables. Each map, photograph, figure, or table needs to be individually numbered and clearly titled. If you need help in incorporating these graphics into your proposal for submission as a .PDF, please ask for assistance through the helpline at (877) 408-9310 or by e-mailing help@solicitation.calwater.ca.gov.

Page Numbering. Each page of the proposal needs to be numbered sequentially.

How do you submit your proposal?

Proposals to the CALFED Program 2004 PSP must be submitted electronically through the web site (<https://solicitation.calwater.ca.gov/>) provided for this service. Proposals will be accepted through this web site beginning September 20, 2004. Hard copies of proposals will not be accepted.

If you need technical assistance please visit the PSP website's help page link. If you are unable to locate the information you need or require additional help, you can call our help line at (877) 408-9310 or e-mail help@solicitation.calwater.ca.gov. Special assistance is available through the help line to potential applicants without computers. The helpline will be open from 9:00 AM to 5:00 PM PST.

Your proposal will be considered for funding only if you have completed all four steps outlined below:

1. *User Registration.* Prior to the submittal of a proposal, the individual responsible for submitting the proposal must complete a simple online registration process. Users may register starting September 20, 2004, at <https://solicitation.calwater.ca.gov>.

As part of the registration process, users will choose a user ID and password that will enable them to access proposal forms and submit their proposal's text. Registration will also facilitate communication between Authority staff and

registered users. Registration does not obligate the registrant to submit a proposal, but applicants must be registered to submit their proposal.

2. *On-line Forms.* The application forms available on the website must be completed before your proposal can be considered for funding. Detailed instructions for completing each form can be found on the forms themselves. Forms may be completed incrementally; you need not complete the process during a single session, and may therefore provide information over multiple sessions as needed.
3. *Proposal Document Composition, Upload and Verification.* Proposals may be prepared using the word processing software of your choice. Proposal documents must be converted to Adobe PDF prior to uploading. Instructions for uploading are available from the website. Once the proposal document has been accepted into the solicitation website, the registered user will be asked to verify the proposal by viewing it directly from the website and checking the “Proposal Complete” box to acknowledge that the document was submitted as intended.
4. *Fax Signature Page.* The signature page must be printed, signed, and faxed to the number on the page by the submittal deadline.

When must proposals be submitted?

The deadline for completing and submitting your proposal to the website is 3:00 p.m. Pacific time on November 19, 2004.

Chapter 4 —Proposal Review and Selection

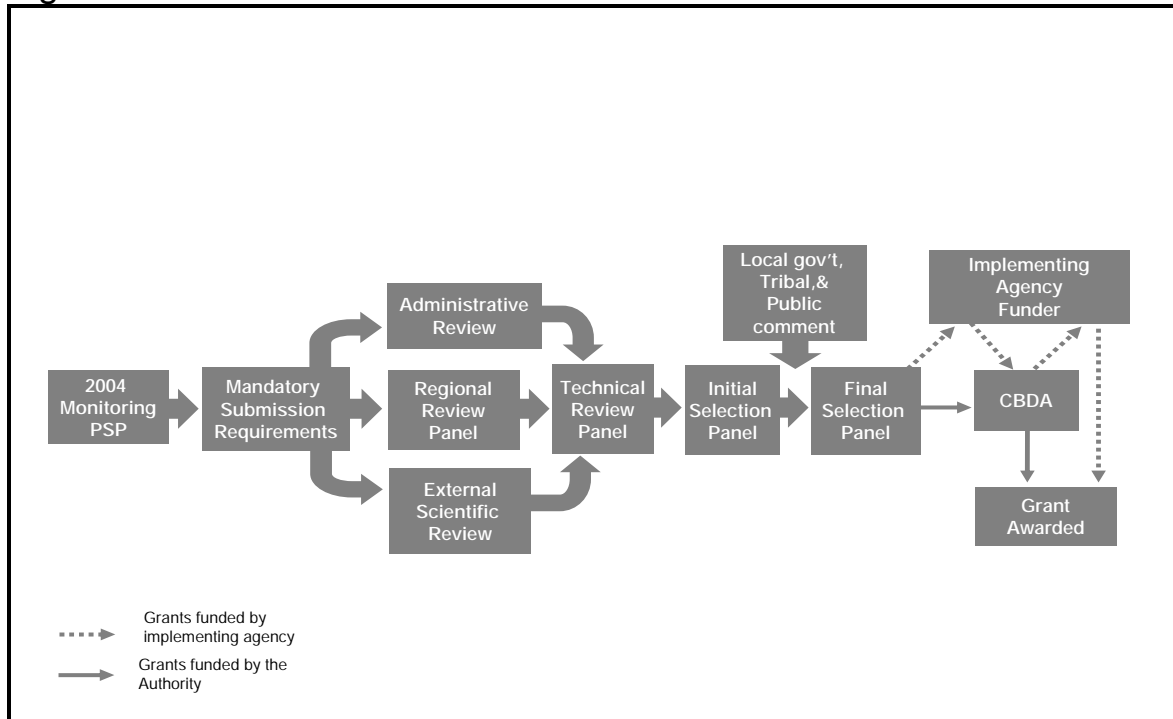
What is in this chapter?

In this chapter you will find information about the process, criteria, and schedule for reviewing proposals and selecting projects for funding.

How will proposals be reviewed?

The proposal review process involves eight steps. All complete proposals will undergo administrative review, external scientific review, regional review, and technical panel review prior to consideration by the Selection Panel. The Selection Panel's initial funding recommendations will be available to local governments, tribes, and the public for comment. The Selection Panel will consider these comments in making its final recommendations to the ERP implementing agencies. These agencies will present their funding recommendations to the California Bay-Delta Authority. It will consider the recommendations in a public meeting and advise the funding authorities whether to fund the projects. Some grants may be awarded directly by the Authority itself. Figure 2 is a flow chart of the proposal review process.

Figure 2. Review Process



Administrative Review. ERP implementing agency staff and contract managers will provide summary evaluation information for each proposal on the following elements:

- Past performance, including effective management on previous CALFED Bay-Delta or CVPIA program grants;
- Next-phase funding (proof of earlier phases progress is shown);
- Environmental compliance (accurate identification of potential environmental compliance or access issues);
- Budget evaluation (clarity, consistency, and sufficiency of budget and budget justification; availability of matching funds is noted, but matching contributions are not required); and barriers, if any, to executing a grant agreement; and
- Land acquisition summary, where necessary (see Land Acquisition Selection Criteria).

Regional Review Panels. There will be four Review Panels comprised of resource management experts from the four ERP regions: Sacramento Valley, San Joaquin Valley, Delta and Eastside Tributaries, and Bay (which includes Suisun Marsh and San Pablo Bay). Proposals will be separated into the four regions based on their locations. All appropriate Regional Review Panels will review proposals for projects that fall into more than one region. The regional panels will make qualitative ratings of projects based on these regional criteria:

- Applicability to ERP goals, key species listed in the MSCS (including their habitats and the processes and stressors that affect them), important types of habitat proposed for restoration in the *Draft Stage 1 Implementation Plan*, CVPIA priorities, and restoration of the priority ecosystems listed in Chapter 2.
- Linkages with other restoration activities in that region, such as long-term monitoring programs, ongoing implementation projects and regional planning efforts;
- Feasibility based on local circumstances (e.g., are there local constraints on the project's ability to move forward in a timely and successful manner?);
- Local involvement, including participation by universities, other research institutions, resource management agencies, and others with an enduring interest in the region; and
- Local value, including extent to which the project is likely to increase understanding of restoration actions' outcomes by resource managers, stakeholders, and others, and will aid resource management decisions.

Comments on technical quality are appropriate but are a secondary output of this review.

External Scientific Review. Proposals will undergo external scientific review. Proposals will be sent to three external scientific reviewers. External independent reviewers will be selected based on their expertise in the subject areas of the proposal.

The external scientific reviewers will be asked to offer qualitative reviews of proposals based on the following criteria:

- Clearly stated goals, objectives, and hypotheses, and relevance of idea;
- Justification for project, including conceptual model;
- Approach and scope of work, including study design, information richness, and replicability;
- Technical feasibility and likelihood of success;
- Appropriate performance measures;
- Value of products, including accessibility, reliability, and usefulness to decision-makers and other scientists;
- Capabilities (project team qualifications and track record, appropriateness of interdisciplinary team, ability of project team to complete the project); and
- Cost/benefit comments (Is the budget reasonable and adequate for the work proposed?).

Technical Review Panel. The panel will consist of experienced scientists whose expertise spans the range of topics covered by submitted proposals. The role of the Technical Review Panel is to evaluate and provide unambiguous ratings of each proposal's technical quality to the Selection Panel. The Technical Review Panel will consider all previous criteria and reviews in their overall evaluation of the proposals. The Panel will evaluate proposals on the external scientific criteria, while taking the regional and administrative review criteria and reviews into consideration. The desired end result of these discussions is the Panel's qualitative rating of the proposal's technical quality, along with clear evaluation statements for each review criterion.

Selection Panel and Selection Process. The Selection Panel will make recommendations for funding based on the evaluations conducted at all previous levels. The Selection Panel will be comprised of technical and resource-management experts covering a broad range of expertise. ERP implementing agency staff, in conjunction with the Lead Scientist, will consider nominations of prospective panelists from the ERP Science Board and others and determine panel membership. Panel membership should be balanced among practicing scientists and science managers or advisors with expertise in agency and stakeholder concerns. As a body the Selection Panel should be recognized and experienced, well-connected with others in their respective fields, represent different specialties within these fields, and have familiarity with the issues and ongoing activities in one or more of the regions of the Bay-Delta-watershed system.

The Selection Panel will provide a check on earlier reviews, but their primary purpose is to make strategic funding recommendations from among the high-quality proposals based on the following criteria (in order of priority):

- Strategic benefit toward accomplishing ERP and CVPIA goals, including focus on high priority ecosystems or species or widely replicated restoration actions
- Desired project features, including multi-institutional initiatives, durable partnerships, joint fact-finding, interdisciplinary understanding, program coordination, and usefulness at various scales.

- Implementation Plan priority
- Value of information to resource managers, decision makers and stakeholders
- Public support and implementability

All previous review criteria are embedded within the criteria listed above. The first bullet represents the overall evaluation criterion. It ensures that proposals to monitor and evaluate especially important ecosystems or restoration actions will have a higher priority for funding. The last two bullets are the selection criteria outlined in the Strategic Plan for Ecosystem Restoration. There is overlap among these criteria but they are presented here so that all will be considered and addressed by the Selection Panel.

The Selection Panel may recommend that projects be funded, in whole or in part. Conditions of funding may be recommended to address issues raised during the proposal review. The panel may also identify projects that are high priorities and whose funding should be considered if they are revised to address shortcomings identified during the reviews.

Land Acquisition Selection Criteria. Proposals that include land acquisition to secure rights of way or sites for monitoring activities will be subject to additional review criteria. These criteria reflect the CALFED agencies' ROD commitments. Summary information for these criteria will be compiled by CALFED Bay-Delta Program staff and provided to the Selection Panel:

- No public lands that would meet the project's needs are available;
- Willing seller;
- Consistent with county/city general plan or evidence of local government support;
- Prioritize land not mapped as Prime, of Statewide Importance, or Unique Farmland, or where use remains agriculture;
- Acquire easements, rather than fee title, where feasible and consistent with a project's intended purpose;
- Consider third-party or redirected impacts.

Public Comment Period. Preliminary grant recommendations will be initially presented to the public at a publicly-noticed workshop followed by a public comment period. CALFED Bay-Delta Program staff will directly notify applicants, local governments and tribes of the initial recommendation and guidelines for providing comments. Only written comments will be accepted. Applicants will be asked to provide clarification comments only (no new information) and local governments and tribes will be asked to comment on local feasibility concerns.

The Selection Panel will meet again after the public comment period to consider written comments on technical aspects and local feasibility. The Selection Panel may revise its preliminary recommendation based on comments received. The Panel's final recommendation will be presented at a second publicly-noticed workshop and then moved forward to the ERP implementing agencies.

California Bay-Delta Authority Review and Action. The ERP implementing agencies will present their funding recommendations to the California Bay-Delta Authority. It will consider the recommendations in a public meeting and advise the funding authorities whether to fund the projects. Some grants may be awarded directly by the Authority itself. The Authority retains the discretion to award or recommend a package of grants that it determines is most responsive to its charge to promote implementation of the CALFED Bay-Delta Program in a balanced manner, consistent with the goals and objectives of the CALFED ROD.

What is the schedule for reviewing and selecting projects for funding?

The schedule for reviewing and selecting projects for funding is shown below. The schedule is subject to change. Please check the PSP website at <https://solicitation.calwater.ca.gov> for updates, or call (877) 408-9310.

PSP Release	September 20, 2004
Pre-submittal Workshops	<p>Thursday, September 23, 2004 1:30 p.m. to 3:30 p.m. California Bay-Delta Authority Bay-Delta Room, Fifth Floor 650 Capitol Mall, Sacramento</p> <p>Tuesday, September 28, 2004 6:00 p.m. to 8:00 p.m. UC Cooperative Extension 2145 West Wardrobe Avenue Merced, CA 95340</p> <p>Thursday, September 30, 2004 6:00 p.m. to 8:00 p.m. Red Bluff Community Center Westside/Rose Room 1500 South Jackson Red Bluff, CA 96080</p>
Proposal Submittal Deadline	3 p.m. PDT on November 19, 2004
Proposals displayed on website + local governments and tribes notified	December 2004
Initial Selection Panel Recommendation	March 2005
Public Comment Period	April 2005
Final Selection Panel Recommendation	May 2005
California Bay Delta Authority Action	June 2005

ATTACHMENT 1

CONFLICT OF INTEREST RULES For Participants in Proposal Review Process

The California Bay-Delta Authority will manage potential conflicts of interest by selecting reviewers who have no financial connection to the proposals they are reviewing. The participants in the project review process have been selected based on their scientific and technical expertise, not the agency or organization they work with. Individuals participating in each step of the review process must comply with Federal and State conflict of interest laws. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10365.5, 10410 and 10411 for State conflict of interest requirements.

External reviewers who have assisted in the development of a proposal, will receive a financial benefit from the funded project, or have a financial interest under State conflict of interest laws will not be allowed to conduct reviews. Reviewers who have a connection with the applicants or the submitting institution must reveal their connections to CALFED Bay-Delta Program staff prior to performing the review. Such connections will not necessarily disqualify the reviewer, so long as legal conflict of interest requirements are met. A connection to an applicant exists if any of the following relationships were applicable during the past four years: collaboration on research, pilot, or implementation proposal or project; co-authorship; thesis or postdoctoral advisorship; or supervisor/employee relationship. An institutional connection exists between employees and their employers when, for example, a reviewer and an applicant are employees of the same State or Federal agency even if they are in different divisions of the agency. Similarly, a university faculty member will have an institutional connection with a proposal submitted from that university, even if the applicant is in a different department of that university campus.

ATTACHMENT 2 – REQUIREMENTS FOR FUNDED PROPOSALS

Once a proposal is selected for funding, applicants will be expected to comply with the following additional requirements. These requirements should be budgeted into each proposal, as necessary. These requirements will be part of the project's grant agreement.

Work Commences Only When Funding Agreement is Signed by Granting Agency

Preparation of grant, cooperative, or land acquisition agreements will begin as soon as projects are approved by the appropriate State or Federal authority, depending on the source of funds. Depending on the complexity of each grant agreement and the readiness of the applicant, it may take considerable time (from four to six months) to develop and finalize the grant agreements or cooperative agreements for the successful proposals. Applicants should not commence work on their projects until an agreement is signed. Work performed prior to the signing of a funded agreement is done at the risk of the applicant and without expectation of reimbursement. Funded agreements are not final until signed by the appropriate granting agency, and may require the approval of the Department of General Services. Depending on available funds, some monies may be allocated later in the fiscal year or may be spread through several fiscal years depending upon the number of years approved for each project.

Proposal Complies with Applicable Laws and Regulations

All proposals must comply with applicable laws and regulations, including the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and other environmental permitting requirements. For proposals that include actions subject to NEPA and CEQA, funding for implementation is contingent upon the applicant providing copies of completed compliance documents. Project compliance is the responsibility of the project proponent, and proposals may include in their budgets the funding necessary for compliance with legal and regulatory requirements. Recipients will be required to submit copies of NEPA/CEQA and other environmental compliance and permitting documents before work begins.

Permission for Access

Projects proposed on private property or that require access to private property owned by someone other than the applicant must provide written permission from the property owner. Projects conducted in the field for which specific locations have not been identified in the proposal will be required to provide access needs and permission for access shortly after notification of approval.

Standard Grant Agreement Terms and Conditions

Successful applicants must comply with the California standard contracting terms and conditions. All applicants must state in their proposal that they will agree to State of California standard contracting terms, or clearly identify any term(s) with which they cannot agree. All applicants must agree that the prevailing law that will govern the project agreement shall be that of the State of California and the venue for settling any disputes, if any, shall be in Sacramento County, California. The funding agencies reserve the right to refuse to alter the standard terms. Information on standard California contracting terms is contained in Attachment 3.

Completion of Grant Agreement Forms

Depending on the source(s) of funding awarded to a successful applicant, the applicant may be required to complete certain forms after receiving an award letter from the funding agency. The award letter will identify the source(s) of funding and what forms will be required.

Some of State of California Forms and/or Required Documents

- Nondiscrimination Compliance Statement (for public, private, and nonprofit applicants only)
- Proof of Contractor's License (for private and nonprofit applicants proposing construction projects)
- Non-Collusion Affidavit (for public, private, and nonprofit applicants proposing construction projects)
- Bidders Bond (for private and nonprofit applicants proposing construction projects)
- If subcontractors and/or subconsultants are not identified in the proposal, proof of competitive bidding methods and documentation for selecting subcontractors, consultants, or subconsultants may be required by the funding agency.

Performance Measures/Project Monitoring

All proposals are required to include a performance evaluation and monitoring plan. The plan must be adequate and provide specific information to determine the success of the project in relation to its objectives and its contribution to CALFED Bay-Delta Program goals as well as the projects relevance and contribution to meeting Ecosystem Restoration Program (ERP) objectives and goals. Successful applicants shall submit, at a minimum, annual project reports presenting findings and addressing project progress. Data for research, monitoring and restoration projects should be submitted annually in hard copy, as a .PDF file and in an electronic format compatible with Microsoft Access. Staff will work with successful proponents to ensure appropriate measures have been identified and to assist with consistency of nomenclature, units, and measurements.

Project Presentations

Successful applicants may be required to make oral presentations at annual review meetings. The purposes of the meetings will be to present project status, discuss working hypotheses and project data, discuss how projects are contributing to improved ecosystem health, and to share information amongst all the funded recipients. Newsletter articles and other summary documents may also be requested for purposes of distributing information on project status or for posting on CALFED Bay-Delta Program's website.

Semi-annual Reporting

Successful applicants will be required to submit semi-annual fiscal and programmatic reports. The information required to describe the financial and programmatic status report for each semi-annual report shall include: (1) total amount awarded for the entire project; (2) the amount invoiced to the granting agency; (3) the amount invoiced to cost-share partners; (4) a description of activities performed during the six months being reported; (5) the percentage of each task completed; (6) the deliverables produced for the period of the report; (7) problems and delays encountered; (8) a description of any amendments or modifications to the grant agreement.

Rights in Data, Acknowledgements, and Peer Review

All data and information obtained and/or received under the grant agreement shall be in the public domain, including both draft and final data.

Successful applicants shall have the right to disclose, disseminate, and use, in whole or in part, any final form data and information received, collected, and developed under each grant agreement.

Successful applicants must obtain prior approval from the CALFED Bay-Delta Program to use draft data and must acknowledge that the data are preliminary and subject to change. Permission to use draft data will not be unreasonably withheld and may be granted for some uses (i.e., university or department-sponsored events) at the outset of the project.

Successful applicants must include appropriate acknowledgement of credit to the granting agency, to the CALFED Bay-Delta Program, and to all cost-sharing partners for their financial support when using data and/or information developed under this grant agreement. All presentations, posters, publications, web sites, or other forums for sharing information must provide appropriate acknowledgment to the CALFED Bay-Delta Program.

Successful applicants shall not sell or grant rights to a third party who intends to sell such product as a profit-making venture.

Consulting Services

Completed resumes for each participant who will exercise a consultant role or provide a major administrative role and identified as a contractor, shall be attached to the grant agreement and shall become an integral part of the grant agreement. Applicants must advise the funding agency of proposed consultant staff changes and the funding agency reserves the right to decline or accept applicant's proposed change or require that the applicant provide other alternatives. Use of subcontractors or additional consultants and subconsultants cannot be substituted without the written consent of the funding agency.

If subcontractors and/or subconsultants are not identified in the proposal, applicants are required to competitively bid all consultant and subconsultant services performed under each grant agreement. Competitive bidding and selection methods must comply with State of California contracting and bidding rules and regulations.

Upon award of the project, applicant must submit within ninety (90) days of execution of a subcontract a copy of the executed subcontract to the funding agency. For audit or reporting purposes, the granting agency reserves the right to request copies of bidding and selection documentation from the applicant for each subconsultant or subcontractor selected to participate in the project.

Travel and Reimbursement Guidelines

Successful applicants shall be reimbursed for necessary travel in accordance with the current State of California Travel and Reimbursement Guidelines not to exceed those applicable to non-represented State employees under the current and prevailing Department of Personnel Administration (DPA) rules and regulations. Out-of-state travel requires prior written approval from the grant management and funding agencies representative. Requests for reimbursement must be sufficiently documented with copies of supporting receipts attached to Travel Reimbursement Report form.

Insurance Requirements

When required, the grant recipient shall furnish to the granting agency a certificate of insurance, stating that there is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

ATTACHMENT 3

SAMPLE ERP GRANT AGREEMENT

The California Department of Fish and Game (CDFG) and California Bay-Delta Authority (CBDA) expect to enter into grant agreements with successful applicants. The agencies are the potential State grant agreement agencies. This sample ERP grant agreement is provided so that you may assess whether you are willing and able to comply with its terms. Although the sample agreement identifies both agencies, only one of the agencies expects to be named in agreements with successful applicants. Successful applicants will be notified about which agency will be contacting them to develop an agreement when awards are announced. This following agreement is a sample format and may be adjusted in accordance to State policy and procedures.

ERP PSP ATTACHMENT 3

STATE OF CALIFORNIA

GRANT AGREEMENT	AGREEMENT NUMBER
SAMPLE SIGNATURE PAGE FOR ERP GRANT AGREEMENT	S-04-ER-XXX
	PROJECT NO.

1. This Grant Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Fish and Game (CDFG) or California Bay-Delta Authority (CBDA)

GRANTEE'S NAME

Name of Grantee

2. The term of this Agreement is: **June 1, 2005** through **June 30, 2008**

3. The maximum amount of this Agreement is: **\$**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Recitals

- Exhibit A – Scope of Work
- Exhibit A – Attachment 1 - Schedule and List of Deliverables
- Exhibit A – Attachment 2 – Sample Semi-Annual Report Form
- Exhibit A – Attachment 3 - ERP Amendment Guidelines
- Exhibit A – Attachment 4 – Project Data Form
- Exhibit A - Attachment 5 – Project Close Out Summary Report
- Exhibit B - Invoicing and Payment Provisions
- Exhibit B – Attachment 1 – Budget Summary and Detailed Breakdown
- Exhibit B - Attachment 2 – Sample Invoice Formats
- Exhibit B - Attachment 3 – State Travel & Per Diem Expenses Guidelines
- Exhibit B - Attachment 4 – Sample Travel Reimbursement Report
- Exhibit C – General Terms and Conditions for ERP Grants
- Exhibit D – Special Terms and Conditions for ERP Grants

IN WITNESS WHEREOF, this Grant Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Name of Grantee

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Name of Authorized Signatory, Title

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

**California Department of Fish and Game (CDFG) or
California Bay-Delta Authority (CBDA)**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Name of Authorized Signatory, Title

ADDRESS

Legal Counsel Use Only

**RECITALS
FOR ERP GRANT AGREEMENTS**

1. The following provisions authorize the California Department of Fish and Game (CDFG) and California Bay-Delta Authority (CBDA) to enter into this Grant Agreement:

Water Code sec. 79420 (a)(6) - applicable to CBDA only
Water Code sec. 79550 (e)

2. The Grantee has applied for a grant pursuant to the Monitoring and Evaluation Proposal Solicitation Package (PSP) authorized by CBDA pursuant to Resolution No. 04-08-06, adopted on August 12, 2004.
3. CDFG or CBDA has determined that Grantee is eligible for a grant under applicable laws and regulations, and has authorized grant funding to Grantee for the project hereinafter described pursuant to Resolution __-__-__, adopted on _____.
4. The project that is the subject of this Grant Agreement is being undertaken by Grantee for the purposes of implementing the CALFED Ecosystem Restoration Program. The grant funds may be used only for the approved project purposes as stated in this Grant Agreement.
5. Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by Grantee in its application, accompanying documents, and communications filed in support of its application for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, regulations, and policies.

EXHIBIT A
SCOPE OF WORK

“Project Title”

I. **PURPOSE OF PROJECT**

A. **Background Information**

The purpose of this project is to [insert description of project, as described in project proposal]

B. **Project Objectives**

Describe the goals and objective of this project, particularly as related to the Ecosystem Restoration Program goals and objectives. Use the discussion from your project proposal, incorporating any review comments as necessary.

1. Primary Project Goal.
2. Study Objectives. [if applicable]
3. Current Working Hypotheses and Investigative Approaches. [if applicable]

C. **Justification for Project Funding**

II. **PROJECT FUNDING SOURCE(S)**

This Grant Agreement is made in accordance with funds appropriated for Ecosystem Restoration Program activities referenced in chapter 7 Proposition 50 (Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002; Division 26.5 (commencing with Section 79500) of the Water Code), entitled CALFED Bay-Delta Program.

As used in this Grant Agreement, “CDFG” (California Department of Fish and Game) means the state agency charged with implementing the Ecosystem Restoration Program element of the CALFED Bay-Delta Program.

As used in this Grant Agreement, “CBDA” (California-Bay Delta Authority) means the state agency charged with oversight and coordination of the CALFED Bay-Delta Program, including, for a transitional period, implementation of the Ecosystem Restoration Program element together with the Department of Fish and Game.

III. **PROJECT OFFICIALS**

The ERP’s Grant Manager shall be ***insert name here***. The Grant Manager shall be the day-to-day representative for administration of this agreement. Except as otherwise expressly provided, all communications relative to this agreement shall be submitted to ERP’s Grant Manager.

The Grantee's Project Director shall be ***insert name here***, The Project Director shall be the Grantee's representative for the technical conduct, administration, and performance for this agreement and shall have full authority to act on behalf of the Grantee. All communications submitted to the Project Director shall be as binding as if given to the Grantee.

The Project Representatives during the term of this agreement shall be:

**EXHIBIT A
SCOPE OF WORK**

IV. WORK TO BE PERFORMED

- A. Scope of Work**
- B. Schedule of Activities and Completion Dates**
- C. Reports and Due Dates**

END OF EXHIBIT A – SCOPE OF WORK

Upon award, grantees will be provided with templates for Exhibit A – Scope of Work and Exhibit B – Budget Summary and Detailed Breakdown to use as a guide for developing Scope and Budget for the Grant Agreement.

**EXHIBIT A
SCOPE OF WORK**

LIST OF ATTACHMENTS SHOWN ON THE SIGNATURE PAGE

Following is a list of Attachments and a brief description of each. A copy of each of these attachments may be requested from CDFG or CBDA.

Exhibit A – Attachment 1 – **Schedule and List of Deliverables** – Provide a table with detailed description of deliverables for each task, sub-task and estimated due date for each deliverable.

Exhibit A – Attachment 2 – **Semi-Annual Report Form** – Provides specific project related status, progress, and fiscal report for each Grant.

Exhibit A – Attachment 3 – **ERP Amendment Guidelines** – Provides grantees with specific detailed information on requirements that grantees need to meet provide when requesting an amendment.

Exhibit A – Attachment 4 – **Project Data Form** – This forms provides specific detailed information about each project/Grant. This information is entered into ERP's database.

Exhibit A – Attachment 5 – **Project Close Out Summary Report** – This report results, findings as well as provides specific recommendations for improvement, future work, etc.

Exhibit B – Attachment 1 – **Budget Summary and Detailed Breakdown** – This form/format is detailed, specific and is required for ERP Grants.

Exhibit B – Attachment 2 – **Sample Invoice Forms** – These are the specific formats required to process invoices.

Exhibit B – Attachment 3 – **State Travel & Per Diem Expense Guidelines** – State of California guidelines for reimbursing travel. Note that the Dept of Personnel Administration's most current travel guidelines will be used at the time the Grant is prepared and executed.

Exhibit B – Attachment 4 – **Travel Reimbursement Report** – This form is used by Grantee when requesting reimbursement for travel. This form provides specific information on back up documentation required for reimbursement.

**EXHIBIT B
INVOICING AND PAYMENT PROVISIONS**

“Project Title”

1. **BUDGET SUMMARY:**

For the purposes of this Grant Agreement, payment for work performed under this Grant Agreement shall not exceed the amount indicated for each task. The Grantee shall invoice no more frequently than monthly based upon percent complete by task and deliverables.

See Budget Breakdown Exhibit B – Attachment 1 – Budget Summary and Detailed Breakdown

2. **INVOICING AND PAYMENT:** Grantee shall submit three (3) copies of the invoice to CDFG or CBDA upon receipt of notice of satisfactory completion or acceptance of work by ERP’s Grant Manager. The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Grantee.

Invoices shall be submitted no more frequently than monthly in arrears, at a minimum one invoice for each one-half year of the Grant Agreement, bearing the Grant Number and ERP Project Number.

Milestones - In consideration of the satisfactory completion of the services described herein, the State agrees to pay the Grantee, in arrears, upon receipt of an invoice in triplicate, for services rendered under this Grant. The invoice shall be submitted by the Grantee in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Grantee and subcontractors and the hours expended to perform or complete those activities. The hourly rate for services rendered shall not exceed the rates set forth in this Grant Agreement.

Submit one (1) signed original and two (2) additional copies of each invoice to the Grant Manager at the following address:

Attention: _____
For: _____, Grant Manager
California Department of Fish and Game
4001 N. Wilson Way
Stockton, CA 95205

or Attention: _____, Chief Accounting Unit
For: _____, Grant Manager
California Bay-Delta Authority
650 Capitol Mall, 5th Floor
Sacramento, California 95814

Undisputed invoices shall be approved for the payment within 45 days of the date received by the Grant Manager and/or the Accounting Office, whichever date occurs later.

**EXHIBIT B
INVOICING AND PAYMENT PROVISIONS**

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant amendment to Grantee to reflect the reduced amount.

4. **BUDGET FLEXIBILITY:**

- A. Line item adjustment(s). Subject to the prior review and approval of the Grant Manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$50,000 per fiscal year. Line item shifts may be proposed/requested by either the State or the Grantee in writing and must not increase or decrease the total contract amount allocated per fiscal year. Line item adjustments in excess of these amounts shall require a formal agreement amendment pursuant to the ERP Grant/Contract Amendment Workshop process (see Exhibit A – Attachment 3 – ERP Amendment Guidelines).
- B. Procedure to Request an Adjustment. Adjustments may be proposed/requested by either CDFG or CBDA or the Grantee in writing and must not increase or decrease the total grant amount allocated per fiscal year. The adjusted budget request shall be clearly indicated in the request by submitting a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revisions in bold and underlined. Budget adjustments deleting a budget line or adding a new budget line item requires a formal agreement amendment through the ERP Grant/Contract Amendment Workshop process and is not permissible under this provision. The Grant Manager shall forward one copy of the request and the approval to the Contracts Office to be retained in the agreement file.

5. **DETAILED INVOICE INSTRUCTIONS:**

- A. The Grantee shall be paid in arrears, upon submission of an original and two copies of the invoice including detailed and itemized charges, expenses, direct and indirect costs based on a not to exceed fiscal year funding shown in the spending plan. Invoices shall provide sufficient detail and information to provide a basis for payment of invoices. The Grantee agrees to submit an interim progress report with each invoice presented for payment.

Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. ERP's Grant Manager must approve all invoices.

**EXHIBIT B
INVOICING AND PAYMENT PROVISIONS**

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) Printed name of the Grantee;
- 3) Business address of the Grantee, including P.O. Box, City, State, and Zip Code;
- 4) The date of the invoice;
- 5) The ERP Grant Agreement number and ERP project number upon which the claim is based; and,
- 6) An itemized account of the services for which the ERP Program is being billed:
 - i. The time period covered by the invoice, i.e., the term "from" and "to";
 - ii. A brief description of the services performed;
 - iii. The total amount due shall include all costs incurred by the Grantee under the terms of this Grant Agreement; and,
 - iv. Original signature of Grantee firm using preprinted letterhead invoices.
- 7) Itemized invoices shall include the following information:
 - i. Explain and provide specific detailed information on what is included in calculating Other Direct Costs (ODC);
 - ii. Explain and provide specific detailed information on what is included in calculating Indirect Costs (IDC);
 - iii. Explain and provide specific detailed information on what is included in calculating Overhead Costs (OH);
 - iv. Explain and provide specific detailed information on what is included in calculating General Expenses.

The State reserves the right to request copies of back up documentation to support rates used for ODC, IDC, OH, and General Expenses.

- 8) Grantee shall provide the following information for land acquisition projects:

Escrow accounts will be held at:

Name of Title Company
Name of Escrow Officer
Address
Tel. No.
Fax No.
E-mail address:

No 10% retention shall be required for land acquisition invoices.

- B. For services satisfactorily rendered and upon receipt and approval of the invoices, the CDFG or CBDA agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified in Exhibit B Attachment 1 – Budget Summary and Detailed Breakdown for this Grant Agreement.
- C. If there are any disputes regarding an invoice, the Grant Manager shall notify the Grantee within 15 calendar days of receipt of a properly submitted invoice. Grantee shall have the

**EXHIBIT B
INVOICING AND PAYMENT PROVISIONS**

option of revising the invoice and resubmitting a corrected invoice within 10 days of notification. In the event that CDFG or CBDA does not receive a revised invoice from the Grantee resolving the items disputed, CDFG or CBDA shall complete DGS Invoice Dispute Form No. STD 209. The Invoice Dispute shall serve as formal notification from CDFG or CBDA to the Grantee that the disputed invoice shall not be paid by CDFG or CBDA until a corrected invoices is submitted.

The detailed breakdown of fees and charges will be shown on each invoice (see Exhibit B – Attachment 2 - Sample Invoice Formats. Expenses for travel shall be reimbursed in accordance with Exhibit B – Attachment 3 – State Travel and Per Diem Expense Guidelines using the ERP Reimbursement Format shown as Exhibit B – Attachment 4 – Sample Travel Reimbursement Report.

- D. A request for a budget change not covered by Section 4 of this Exhibit B shall be submitted in writing when the Grantee requests an amendment to this Grant. Requests for amendment must include a justification for the request and indicate that the requested amendment shall in no way compromise or change the overall scope and intent of the project. All amendment requests shall be submitted to ERP's Grant manager and follow the ERP Amendment Process (see Exhibit A - Attachment 3 – ERP Amendment Guidelines).
- E. Consulting and research services will be billed on a cost reimbursement basis for all costs incurred in carrying out the terms of this Grant Agreement. Personnel costs will be shown in detail and back up documentation submitted with each invoice. All costs agreed to by ERP's Grant Manager will be charged in accordance with the spending plan as shown in Exhibit B – Attachment 1 – Budget Summary and Detailed Breakdown which provides the task by task spending plan for this Grant Agreement.
- F. The Grantee will be compensated for all expenses incurred in the performance of this Grant Agreement, including travel and per diem at reimbursement rates and schedule specified by the Department of Personnel Administration (DPA) for represented employees under collective bargaining agreements currently in effect. No travel outside of California shall be reimbursed unless prior written authorization is obtained from the State. Reimbursement for travel must be documented in detail and copies of receipts attached to the Travel Reimbursement Report.

6. PERFORMANCE RETENTION:

The CDFG or CBDA may withhold, from the invoiced payment amount to the Grantee, an amount equal to ten percent (10%) of that payment.

Payments prior to satisfactory completion of all work required by the agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the agreement. The State shall retain from the Grantee's earnings for each period for which payment is made an amount equal to ten percent (10%) of such earnings, pending satisfactory completion and acceptance by the ERP Grant Manager of all deliverables and the completion of the agreement.

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

In turn, the Grantee agrees to retain from its subcontractor's earnings for each period for which payment is made an amount equal to ten percent (10%) of such earnings, pending satisfactory completion and acceptance by the ERP Grant Manager of all deliverables specified in Scope of Work and List of Deliverables listed in the subcontract .

Exhibit C
General Terms and Conditions for ERP Grant Agreements

Note that agreements with State agencies may use the GIA 101 in place of this Exhibit C. Some terms and conditions may differ for other agencies (i.e., federal agencies, University of California).

1. **APPROVAL**: This Grant Agreement is of no force or effect until signed by both parties. Grantee shall not commence work under this Grant Agreement until such signatures have been obtained. Work performed prior to having a fully executed Grant Agreement is performed at the Grantee's risk, with no expectation of reimbursement.
2. **AMENDMENT**: No amendment or variation of the terms of this Grant 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 Grant 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 California Department of Fish and Game or the California Bay-Delta Authority in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the awarding department, 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 Grant 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. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all 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 Grant Agreement during any dispute.
7. **TERMINATION**: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the CDFG or CBDA, upon violation by the Grantee of any material provision of this Grant Agreement after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the CDFG or CBDA. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the CDFG or CBDA an amount equal to the

Exhibit C
General Terms and Conditions for ERP Grant Agreements

amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

8. **INDEPENDENT STATUS**: Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **NON-DISCRIMINATION CLAUSE**: During the performance of this Grant 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 (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure 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 (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (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 Grant Agreement.

10. **COMPENSATION**: The compensation to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance of this Grant Agreement, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. **GOVERNING LAW**: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. **TRAVEL**: Any reimbursement for necessary travel and per diem shall be at rates specified by the California Department of Personnel Administration for similar employees or verification supplied that such rates are not available to the Grantee.

13. **CONFLICTS OF INTEREST**: Grantee shall comply with all applicable State laws and rules pertaining to conflicts of interest including, but not limited to, Government Code section 1090, Public Contract Code sections 10410 & 10411, and Public Contract Code section 10365.5.

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

Exhibit C
General Terms and Conditions for ERP Grant Agreements

15. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace,
 - 2) The person's or organization's policy of maintaining a drug-free workplace,
 - 3) Any available counseling, rehabilitation and employee assistance programs, and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c) Every employee who works on the proposed grant agreement:
 - 1) Will receive a copy of the company's drug-free policy statement, and
 - 2) Will agree to abide by terms of the company's statement as a condition of employment on the grant agreement.

This Grant Agreement may be subject to suspension of payments or termination, or both, and the Grantee may be subject to debarment if the department determines that: (1) the Grantee has made a false certification, or (2) the Grantee violates the certification by failing to carry out the requirements noted above.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
FOR
ERP GRANT AGREEMENTS**

1. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Grant Agreement.
2. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.
3. **NOTICE:** The Grantee shall promptly notify the CDFG or CBDA of events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the CDFG or CBDA, and an agreement amendment has been executed through the ERP Amendment Workshop process for such change. The Grantee shall notify the CDFG or CBDA at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide opportunity for attendance and participation by CDFG or CBDA representatives. The Grantee shall promptly notify the CDFG or CBDA in writing of completion of work on the Project.
4. **OPERATIONS AND MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project, if any, throughout the term of this Grant Agreement, consistent with the purposes for which this grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the CDFG or CBDA shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Grant Agreement, "operation costs" include direct costs incurred for material and labor needed for operation, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
5. **INSPECTION:** Throughout the term of this Grant Agreement, the CDFG or CBDA shall have the right to inspect the project area to ascertain compliance with this Grant Agreement. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Grant Agreement including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Grantee or a subcontractor, the Grantee shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
FOR
ERP GRANT AGREEMENTS**

inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **PERMISSION FOR ACCESS TO PRIVATE PROPERTY:** If Grantee requires access across private property, Grantee shall provide written evidence of the property owner's permission for access to the property.
7. **SETTLEMENT OF DISPUTES:** In the event of a dispute, Grantee shall file a "Notice of Dispute" with the ERP Program Manager, or Designee, within ten (10) days of discovery of the problem. The State and Grantee shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Grantee are unable to resolve the dispute, the decision of the ERP Program Manager or Designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

8. **SUBCONTRACTS:**
 - a) Grantee is responsible for all subcontracted work. Subcontractors not specifically identified in the grant proposal must be obtained using a competitive bidding process, or non-competitive selection process that meets basic State requirements. The Grantee must provide copies of all executed subcontracts to the ERP Grant Manager.
 - b) All subcontracts must be in writing and 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 subcontract and/or the grant agreement.
 - c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, 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 subcontractors and of persons either directly 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 subcontractors 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 enforce the payment of any moneys to any subcontractor.
9. **COMPUTER SOFTWARE:** For Grants in which software usage is an essential element of performance under this Agreement, the Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant for the acquisition, operation or maintenance of computer software in violation of copyright laws.
10. **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 Grant are subject to the rights of the State as set forth

**SPECIAL TERMS AND CONDITIONS
FOR
ERP GRANT AGREEMENTS**

- 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. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. Grantee shall include in any publication (including Internet web pages) of any material based on or developed under this project, and during any media event publicizing the same, appropriate acknowledgement of credit to the CALFED Bay-Delta Program, CDFG or CBDA and to other CALFED cost-sharing partners for their financial support.
11. **INSURANCE:** Throughout the term of this Grant Agreement, the Grantee shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of the facilities or structures constructed pursuant to this grant, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without 30 day's prior written notice to the CDFG or CBDA.
 12. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Grant Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
 13. **PREVAILING WAGES AND LABOR COMPLIANCE:** The Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met. The Grantee agrees to fulfill its responsibilities under Section 1771.8 of the Labor Code, where applicable.
 14. **WITHHOLDING OF GRANT DISBURSEMENTS:** The CDFG or CBDA may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement or the Grantee fails to maintain reasonable progress toward completion of the project.
 15. **GOVERNMENT PERMITS AND ENVIRONMENTAL REVIEW:** 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. No work that is subject to any such requirements may proceed under this Grant Agreement until written evidence of compliance is received by the Grant Manager.

As a condition of grant funding, Grantee is required to utilize the information and analysis in the CALFED Programmatic Environmental Impact Statement/Environmental Impact

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
FOR
ERP GRANT AGREEMENTS**

Report (PEIS/EIR), to the extent applicable, in evaluating CEQA and 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.