

PROPOSAL SOLICITATION PACKAGE

NATURAL COMMUNITY CONSERVATION PLANNING

LOCAL ASSISTANCE GRANT PROGRAM



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

FY 2017-18

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PROGRAM OVERVIEW

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

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

ELIGIBLE APPLICANTS

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

ELIGIBLE PROJECTS

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

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

Examples of Eligible Projects

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

GRANT PROCESS AND TIMELINES

It is recommended that Applicants work with regional CDFW staff; U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) staff (if appropriate);, and the appropriate Implementing Entity, throughout the year to develop proposals for high priority tasks needed to implement NCCPs. The following timeline summarizes the grant process for the FY 2017-18 grant cycle.

July 5, 2017: CDFW will solicit Proposals by posting the Proposal Solicitation Package (PSP) on CDFW's NCCP Grants webpage:
<https://www.wildlife.ca.gov/Conservation/Planning/NCCP/Grants>.

August 18, 2017: Applicants will submit their Proposals electronically via email to the Habitat Conservation Planning Branch (HCPB) at Shannon.Lucas@wildlife.ca.gov.

September, 2017: Review of Proposals by a statewide review team will be completed and projects will be recommended to the CDFW Director for funding.

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

October - December 2017: Grant agreements will be developed by CDFW in collaboration with the Grantee for each project.

December 2017 – February 2018: Grant agreements will be sent by CDFW to Grantees for approval and signature. Grantees will return signed Agreements to CDFW. CDFW will approve, sign, and execute each Agreement and send the Grantee a copy.

February – March 2018: Estimated start date for projects.

APPLICATION GUIDELINES

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

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

Funding for the NCCP LAG Program varies from year to year and over the last several years has averaged \$576,000 per year. The funding is dependent on the availability of State funds and approval of the Budget Act each fiscal year. For this grant cycle, executed grant agreements will likely not be in place until early 2018, and all grant funds must be expended by March 31, 2020. Applicants should plan project timelines accordingly.

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

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

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

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

REVIEW PROCESS

Proposals should be developed by the Applicant in collaboration with governmental and non-governmental NCCP partners, the Implementing Entity, and local Wildlife Agency staff. Only the highest priority projects should be developed into Proposals. All proposals must be submitted by the due date to the appropriate CDFW office according to the instructions found in the application. **Applicants other than the Implementing Entity must include a letter of support from the Implementing Entity indicating its support for the proposal and the high priority nature of the project in the interest of implementing the NCCP.** Proposals are scored by the statewide review team based on Evaluation Criteria, found on Page 9.

PROGRAM CONTACT INFORMATION

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

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

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

Shannon Lucas

Landscape Conservation Planning Program, Habitat Conservation Planning Branch
California Department of Fish and Wildlife

Mailing Address: 1416 Ninth Street, 12th Floor, Sacramento, CA 95814

Contact: shannon.lucas@wildlife.ca.gov

PROPOSAL APPLICATION AND SUBMISSION PROCEDURES

Proposal Due Date:

Proposals for FY 2017-18 are **due on August 18, 2017**, by 5 pm (PST).

Proposal Application:

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

Where to Send:

Proposals should be submitted electronically by the Applicant to HCPB at:

shannon.lucas@wildlife.ca.gov

Evaluation:

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

Notification:

Applicants will be notified by the Director of CDFW or designee in October 2017, regarding whether or not their Proposals have been selected to receive NCCP LAG funding. Successful Applicants will be notified with an official CDFW letter stating next steps and a general timeline. Applicants not selected for an award will also be notified with an official CDFW letter, which will include information on the appeal process. The average score of the proposal will be made available upon request. Applicants wishing to appeal a funding decision should send a letter within 10 days of receipt of the notification to the Program Contact (see Appendix A Program Contact Information). Any request for appeal may only provide clarification of information contained in the original Proposal and may not include any new or supplemental information. An appeal will be brought forward to the statewide review team for consideration.

Post-Notification:

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

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

Important Provisions for Proposal Applications

Please carefully review the Proposal Evaluation Form on Page 9 to understand how your proposal will be evaluated and scored before preparing your proposal.

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

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

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

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

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

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

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

FOR REVIEWER USE ONLY

Proposal Review Instructions:

1. Please complete one form per proposal reviewed.
2. Please notify us immediately if you have any questions during your review. Submit your review via email to: shannon.lucas@wildlife.ca.gov.

Project Name:

Applicant Name:

Reviewer Name/Region:

Date of Review:

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

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

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

		Rating		
F	Project Budget Information	1=weak 2=moderate 3=strong		Comments
10	Reasonable Cost: Does the requested amount seem reasonable for the work described?			<i>May require expert consultation</i>
11	Other Funding: Does the proposal describe other funding sources (existing or considered) and why NCCP LAG funding is necessary or is the most appropriate source?			
G	TOTAL SCORE			
	Add scores from rows 1-11			
H	Additional Considerations	Yes	No	Comments
12	Critical Need: Does the proposal meet a critical need (e.g. drought)?			
13	Cost Share: Does the proposal include matching funds, including in-kind donations?			
14	State Obligation: Does this project help to satisfy CDFW's NCCP obligation(s)?			
15	Partnerships: Does the project involve partnerships with other entities or organizations beyond the Implementing Entity, Wildlife Agencies or existing NCCP Partners? (not including consultants or subcontractors)			
16	Continuation: Does this project continue an existing or ongoing NCCP LAG-funded project?			
17	Other Plans: Does this project help to meet the goals or objectives of another approved CDFW Plan? (e.g. State Wildlife Action Plan)			
18	Natural and Working Lands: This project will protect or manage natural or working lands (per SB 1386)			

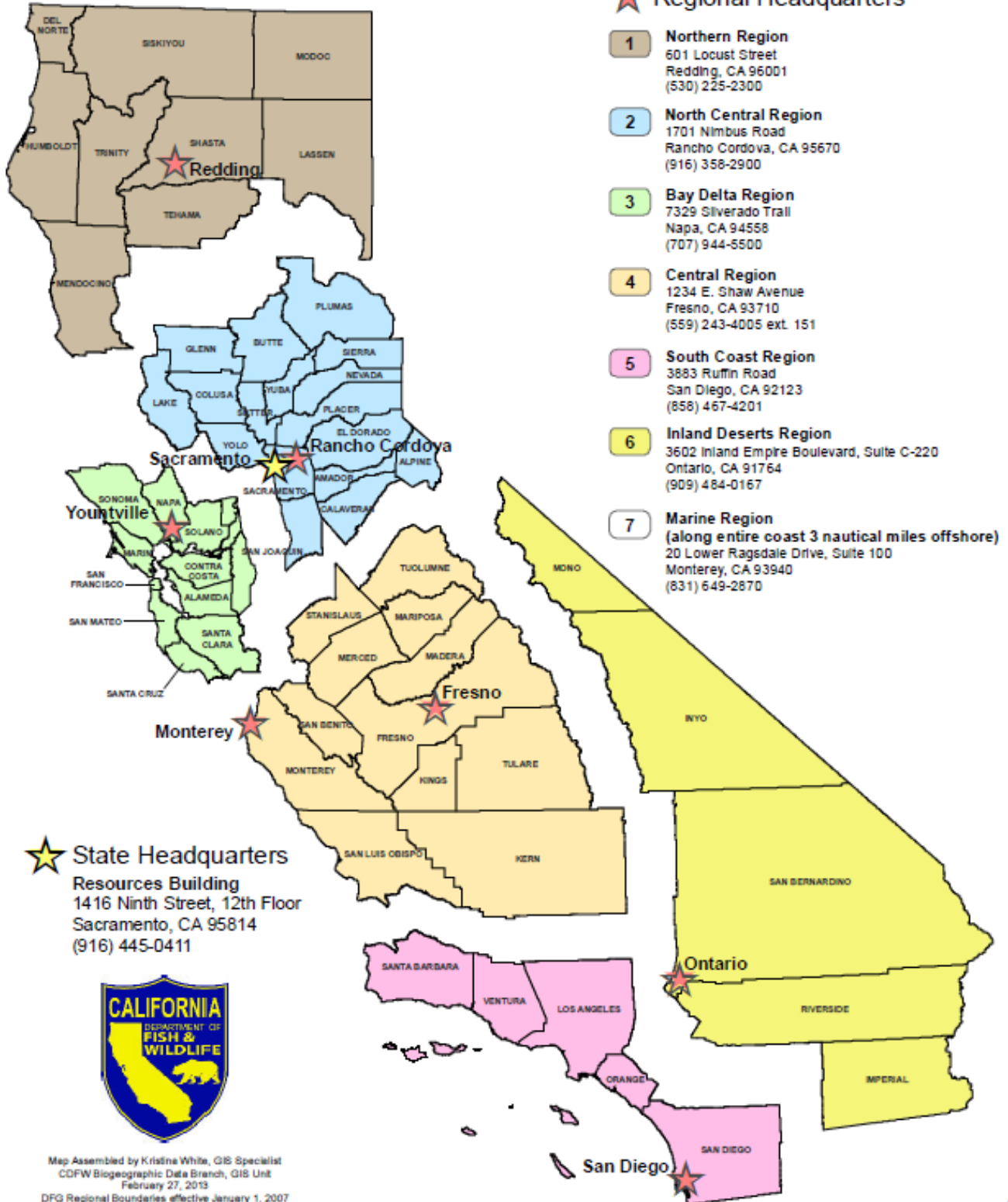
Please provide overall comments and additional information that will help the Applicant improve their project during future grant cycles or development of the grant agreement:

APPENDIX A

California Department of Fish and Wildlife NCCP LAG Contact Information

R1 - Northern Region	530-225-2300
601 Locust; Redding, CA 96001	
Counties: Del Norte, Humboldt, Lassen, Mendocino, Modoc, Shasta, Siskiyou, Tehama and Trinity	
Curt Babcock, Program Manager (curt.babcock@wildlife.ca.gov)	530-225-2740
Michael R. Harris, Sr. Environmental Scientist Supervisor (michael.r.harris@wildlife.ca.gov)	530-225-2306
R2- North Central Region	707-358-2900
1701 Nimbus Road, Rancho Cordova, CA 95670	
Counties: Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sacramento, San Joaquin, Sierra, Sutter, Yolo and Yuba	
Jeff Drongesen, Program Manager (jeff.drongesen@wildlife.ca.gov)	916-358-2919
R3 - Bay Delta Region	707-944-5500
7329 Silverado Trail; P.O. Box 47; Yountville, CA 94599	
Counties: Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, Santa Cruz, San Mateo, San Francisco	
Craig Weightman, Program Manager (craig.weightman@wildlife.ca.gov)	707-944-5577
Jim Starr, Program Manager (jim.starr@wildlife.ca.gov)	209-234-3440
R4 - Central Region	559-243-4005 x151
1234 Shaw Avenue, Fresno, CA 93710	
Counties: Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Luis Obispo, Stanislaus, Tulare and Tuolumne	
Annee Ferranti, Program Manager (annee.ferranti@wildlife.ca.gov)	559-243-4005 x141
R5 - South Coast Region	858-467-4201
3883 Ruffin Road; San Diego, CA 92123	
Counties: Los Angeles, Orange, San Diego, Santa Barbara and Ventura	
Gail Sevrens, Program Manager (gail.sevrens@wildlife.ca.gov)	858-467-4212
David Mayer, Sr. Environmental Scientist Supervisor (david.mayer@wildlife.ca.gov)	858-467-4234
R6 - Inland Desert Region	909-484-0167
3602 Inland Empire Boulevard, Suite C-220, Ontario, CA 91764	
Counties: Imperial, Inyo, Mono, Riverside and San Bernardino	
Bruce Kinney, Program Manager (bruce.kinney@wildlife.ca.gov)	760-872-1171
Heather Pert, Sr. Environmental Scientist (heather.pert@wildlife.ca.gov)	858-395-9692
Ecosystem Conservation Division – Habitat Conservation Planning Branch	916-653-4875
Mailing Address: 1416 9th Street, 12th Floor, Sacramento, CA 95814	
Ron Unger, Program Manager (ronald.unger@wildlife.ca.gov).....	916-653-3779
Shannon Lucas, Sr. Environmental Supervisor (shannon.lucas@wildlife.ca.gov).....	916-651-8764

California Department of Fish and Wildlife Regions



APPENDIX B

Supporting Materials and Required Forms

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

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

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

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

SAMPLE RESOLUTION

Resolution No: _____

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

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

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

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

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

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

APPENDIX C

Grant Agreement Exhibit 1

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

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

Exhibit C (formerly 1.c) – University Terms and Conditions (Sample)

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

Agreement Number: _____

Grantee Name: _____

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

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

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

Agreement Number: _____

Grantee Name: _____

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

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

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

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

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

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

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

Agreement Number: _____

Grantee Name: _____

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

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

13. RIGHT TO TERMINATE:

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

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

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

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

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

Agreement Number: _____

Grantee Name: _____

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

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

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

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

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

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

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

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

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

Agreement Number: _____

Grantee Name: _____

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

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

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

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

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

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

Exhibit 1.a – Public Entities

General Grant Provisions

Agreement Number: _____

Grantee Name: _____

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

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

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

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

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

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

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

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

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

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

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

Agreement Number: _____

Grantee Name: _____

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

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

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

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

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

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

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

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

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

13. RIGHT TO TERMINATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement Number: _____

Grantee Name: _____

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

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

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

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

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

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

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

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

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

Exhibit C
University Terms and Conditions (UTC-116)

1. **Definitions:** Refer to [definitions](#) at end of document.
2. **Approval**
This Agreement is of no force or effect until signed by both [Parties](#) and approved by the Department of General Services, if required. University may not commence performance until such approval has been obtained.
3. **Amendment**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the Parties.
4. **Liability**
 - A. The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.
 - B. In accordance with Government Code Section 895.4, the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.
 - C. If the University provides funds to any third party ("[Subawardee](#)"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.
5. **Conflict of Interest**
 - A. Conflict of Interest
 - 1) State intends to avoid any real or apparent conflict of interest on the part of the University, Subawardees, or employees, officers and directors of the University or

Subawardee. Thus, State reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the University to submit additional information or a plan for resolving the conflict, subject to State review and prior approval.

- 2) Conflicts of interest include, but are not limited to:
 - (a) An instance where the University or any of its Subawardees, or any employee, officer, or director of the University or any Subawardee receiving information in connection with the performance of services under the agreement has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would result in private or personal benefit.
 - (b) An instance where, in connection with the performance of services under the agreement, the University's or any Subawardee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Disclosure of Current and Pending Support

The University will be required to submit a completed Current and Pending Support form (Exhibit A6) to the State with its Proposal. Upon request from the State, University will submit an updated Current and Pending Support form within thirty (30) calendar days of the request from the State.

C. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to paragraphs A or B above, the knowledgeable Party shall inform the other Party, and the University will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, the University will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by the State in its reasonable discretion and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract for good cause pursuant to Section 7 of this Agreement. The State may, at its discretion upon receipt of a written request from the University, authorize an extension of the timeline indicated herein.

6. Dispute Resolution

- A. The State's Contract/Program Manager and the University's Principal Investigator shall attempt to informally resolve any disputes under this agreement.
- B. If either Party determines that the dispute cannot be informally resolved, either Party may submit to the other Party in writing a description of the dispute and the desired outcome.

- C. The State's Authorized Official, as designated in Exhibit A3, or designee and the University's Director of Contracts and Grants Administration or designee shall meet to review the issues. A written decision signed by the Party receiving the notice of dispute shall be returned to the other Party within thirty (30) working days of the receipt of the notice of dispute, or as otherwise agreed between the Parties, in writing.
- D. If both Parties cannot agree upon a resolution after following the processes described in this Agreement, both Parties retain the right to bring a lawsuit or seek any other legal or equitable remedy either Party may have.
- E. Pending the final resolution of any dispute arising under this Agreement, University agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or the provision of services or research in accordance with the terms of this Agreement, unless the dispute involves the University's continued performance under this Agreement. The University's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Agreement. State agrees to continue payment for costs not under dispute.
- F. If payment for services performed by University is part of the dispute, to the extent it is legally able to do so, the State will ensure that funds remain available for this purpose and do not revert prior to the conclusion of the dispute resolution process.
- G. This dispute resolution process does not preclude either Party from exercising its right to terminate this Agreement pursuant to Section 7.

7. Termination

- A. The State's Authorized Official may terminate this Agreement with or without cause and upon thirty (30) calendar days written notice to the University of the cause for termination. Upon receipt of the State's notice of termination, the University shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision of this Agreement the State shall reimburse the University for costs incurred up to the effective date of termination and for costs incurred due to [Non-cancellable Obligations](#), up to the undisbursed balance of funds authorized in this Agreement.
- B. The University's Authorized Official may terminate this Agreement for Good Cause and upon thirty (30) calendar days written notice to the State of the cause for termination. Upon submission of the University's notice of termination, the University shall take reasonable efforts to limit or terminate all financial commitments and will not incur new obligations under this Agreement. In accordance with the Invoice Provision of this Agreement the State shall reimburse the University for costs incurred up to the effective date of termination and for costs incurred due to Non-cancellable Obligations, up to the undisbursed balance of funds authorized in this Agreement.
- C. Good Cause is defined as impossibility of performance or frustration of purpose. Good cause does not include material breach or termination for convenience.
- D. In the case of early termination, the University will submit, within ninety (90) days of the termination date, an invoice and a report covering services up to the termination date.

Any Deliverable as described in this Agreement, that is fully or partially completed up to the termination date (work product), will be provided to the State.

- E. Upon receipt of the invoice, progress report, data, and work product, a final payment will be made to the University. This payment shall be for all costs incurred in accordance with this Agreement, and shall include labor and materials purchased or utilized (including all Non-cancellable Obligations) up to the termination date, and pro rata share of indirect costs as specified in the proposal budget.
- F. If either Party notifies the other of a material breach, the breaching Party will have fifteen (15) calendar days to respond with a remedy to correct the breach. The receiving Party has fifteen (15) calendar days to accept or reject the proposed remedy or offer an alternative remedy. Upon approval of the proposed remedy, the breaching Party has thirty (30) calendar days to implement the cure. In the event the breaching Party does not cure the breach within the thirty-day period, the non-breaching Party may terminate for cause immediately upon written notice. All notifications, acceptances and or rejections must be submitted in writing.
- G. Pursuant to a Governor’s Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, the State may issue a Suspension Notice. The Notice must identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Work charged to the State must stop immediately upon receipt of the Notice. The University retains the right to reimbursement of costs incurred to date, including non-cancellable obligations, and reserves the right to seek reimbursement through administrative or legal action.
- H. The University shall include in any contract with any subawardee retained for work under this Agreement a provision that entitles the University to suspend or terminate the agreement with the subawardee for any reason on written notice and on the same terms and conditions specified in this section.

8. Confidential Information

A. Protection of Personally Identifiable Information

Except as otherwise provided by law, information or data that personally identifies an individual or individuals shall be protected in accordance with California Civil Code Sections 1798, et seq., and other relevant State or Federal statutes and regulations. The Parties shall comply with California Civil Code Sections 1798, et seq. and other relevant State or Federal statutes and regulations in safeguarding all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data except as permitted by law.

B. Confidentiality of Third Party Provided Information

Third Parties may provide Confidential Information to the State or directly to the University for use by the University in the performance of the Scope of Work. Any such information will be defined by the State in the Scope of Work as “Third-Party Confidential Information” and requirements for treatment of such information will be set forth in Exhibit A, Scope of Work. In addition, such third party may also request a separate

Confidential Nondisclosure Agreement (CNDA). If applicable, a CNDA for this purpose will be provided as Exhibit A7.

C. Trade Secrets

Both Parties agree that they will not provide or make accessible to either Party any third-party Trade Secrets without first informing the receiving Party and obtaining prior written consent to accept and protect such information in perpetuity or until the information disclosed under this Agreement ceases to be a Trade Secret.

D. Other Confidential Information

Any information considered confidential by the disclosing Party will be clearly marked by the disclosing Party in writing, as “Confidential Information”, and sent only to the designated representative of the receiving Party. Any confidential information conveyed orally to the receiving Party by the disclosing Party shall be followed by a written communication within fourteen (14) days that said information will be considered “Confidential Information.” Neither Party will disclose Other Confidential Information unless it is necessary to the Scope of Work or is otherwise required by law. Except as required by law and/or by court order, the receiving Party will not disclose Confidential Information for a period of five (5) years from the termination of this Agreement, or such time period mutually agreed upon by both Parties. At the end of said five year period or upon request from the State, University will return or destroy Confidential Information.

The receiving Party will take all appropriate measures to protect the confidentiality of such information while in its possession.

E. Special Conditions for Security of Confidential Information

University will comply with applicable State and Federal statutes and regulations and policies regarding information security. Additional legal and regulatory requirements regarding security of Confidential Information, and requirements regarding use and disposition thereof, may be provided by the State and are specified in Exhibit E.

F. The confidentiality obligations herein do not apply to information that was known to the receiving Party prior to its receipt from the disclosing Party, is independently developed by the receiving Party, or becomes known at any time to third parties through no fault of the receiving Party.

9. **Key Personnel**

Any change in the Key Personnel identified in Exhibit A2, Scope of Work, shall require prior approval of the State. The State shall not unreasonably delay its determination whether to provide such approval. The University will provide any documentation required to facilitate the State’s determination of whether or not to approve the proposed change in Key Personnel.

10. **Requirements Associated with Funding Sources**

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- A. This Agreement is subject to any additional requirements imposed on the State agency by applicable law (including, but not limited to, bond, proposition and federal funding). These additional requirements and applicable funding sources are set forth in the following Exhibits, which are attached and incorporated by this reference in Exhibit D.
- B. If the University is a subrecipient, as defined in [2 CFR § 200.93](#), and the External Funding Entity is the federal government, the awarding State agency will provide to the University the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number (if available and applicable). The State acknowledges that in the case of federal funds, the University must comply with the applicable Federal regulations.
- C. Notwithstanding the foregoing, this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

11. Subawards

- A. The University will perform the work contemplated with resources available within its own organization and no portion of the work shall be subawarded except for Subawards expressly identified in the proposal, the Scope of Work or the Budget, or any amendments to the foregoing. The University will incorporate into any Subaward for work identified in this Agreement any provision applicable to the particular Subawardee, including, but not limited to the following:
 - 1) Conflict of Interest
 - 2) Confidential Information
 - 3) Budget Contingency
 - 4) Patents (if applicable)
 - 5) Copyrights (if applicable)
 - 6) Data Rights (if applicable)
 - 7) Audits
 - 8) Invoicing and Payment
 - 9) Indemnification
 - 10) Any other provisions required by statute, regulation or source of funds applicable to this Agreement.
- B. The University shall be responsible for establishing and maintaining written agreements with and making payments to Subawardees for work performed in accordance with the terms of this Agreement. Nothing contained in this Agreement, or any subsequent Amendment to this Agreement, shall create any contractual relationship between the State and any Subawardee, and no Subawardee shall relieve the University of its responsibilities and obligations hereunder. The University shall provide copies of Subaward documents upon request by the State.
- C. Any substitution or addition of Subawardees identified in this Agreement must be approved in writing by the State in advance of assigning work to substitute or new Subawardees. University acknowledges that the State must comply with State Contracting Manual (SCM Volume I) Section 3.06, which applies to all Subawards. The State will decide whether to seek authorization to allow the University to proceed with the

proposed substitute or additional Subawardee, and the University will provide assistance to the State upon request in order to meet these requirements.

- D. This section applies to any Subawardee that provides assistance to the University under this Agreement regardless of time or dollars expended.
- E. This section shall not apply to “Sub-Agreements” with the United States Department of Energy National Laboratories.

12. Budget Contingency

- A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.
- C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 6 or to amend this Agreement to reflect any reduction in funds.

13. Travel

- A. Travel and reimbursement for University employee travel costs shall be in accordance with the University’s travel policy in effect as of the date the cost is incurred. The University’s travel policy is found at: <http://policy.ucop.edu/doc/3420365/BFB-G-28> [UC] http://www.calstate.edu/icsuam/sections/3000/Travel_Procedures_G-001_Final.pdf [CSU]. The University will immediately inform the State in writing of any changes in its travel policy

Lodging rates shall be reasonable.

- B. Reimbursement for travel by employees of a Subawardee of the University shall be reimbursed at actual cost not to exceed the Federal rates in effect as of the date the costs are incurred. Federal rates available on the US General Services Administration website at <http://www.gsa.gov/portal/category/21287>.
- C. The Budget shall identify all travel and the costs of travel, including travel by subawardees, and shall itemize the rate, estimated cost and destination of the travel. The Budget Justification and/or Scope of Work shall identify the travelers and purpose of the travel. Travel identified in this manner is considered approved upon execution and approval of the Agreement. Travel not identified in the Budget and/or Scope of Work shall require prior written (including fax or email) authorization from the State Contract

Project Manager. The need for actual travel not identified in the proposed Budget and/or Scope of Work must be justified and all technological avenues of communication (e.g., teleconferencing, videoconferencing, or web conferencing) must be explored before travel will be approved.

- D. If State policy regarding out-of-state travel changes during the period of this Agreement, it is the responsibility of the State to inform the University, and the Parties will work together in good faith to amend this Agreement, as necessary.

14. Payment & Invoicing

A. Reimbursement

- 1) The total amount of funds disbursed under this contract shall not exceed the total amount in item 3 on STD 213. Subject to the Budget Contingency clause of this Agreement, the amounts payable for each fiscal year, if applicable, will be identified in Exhibit B.
- 2) Costs for this Agreement shall be computed in accordance with the Generally Accepted Accounting Principles (GAAP). The State will reimburse direct and indirect costs in accordance with Exhibit B.
- 3) State shall reimburse salaries and wages based upon the approved budget and the actual payments made with the following caveat: University must retain supporting documentation which shall substantiate actual costs and shall be available for review by the State upon request. Supporting documentation may include, but not be limited to, time reports and/or calendar entries.
- 4) Indirect Costs shall be calculated in accordance with the University budgeted indirect costs in Exhibit B, Budget.
- 5) Nothing herein contained shall preclude a ten-percent payment withhold pursuant to Section 10346 of the Public Contracts Code.

B. Expense Allowability / Fiscal Documentation

- 1) University will maintain financial records and supporting documentation of all costs incurred in the performance of this Agreement. If the State agency or State Controller's Office requires clarification of any expenditure prior to payment of an invoice, University will provide documentation of such expenditure to support its allowability. If any expenditures are disputed by the State, pending resolution, State agrees to pay all other undisputed invoiced costs.
- 2) Equipment purchases shall comply with Department of General Services State Contracting Manual (SCM) Section 7.29 – Equipment Purchases.

For the purposes of this Agreement, "damage" as used in paragraph B of SCM 7.29 – Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

- 3) University will maintain financial documentation in accordance with Section 15, Audit.

C. Prior Approval Requirements

The following changes require prior approval of the State Contract Project Manager, whether or not the change has a budgetary impact.

- 1) Change in Scope of Work
- 2) Change in Key Personnel
- 3) Inclusion of restricted use data or copyrighted works in Deliverables
- 4) Travel not included in the approved Budget
- 5) Equipment not included in the approved Budget
- 6) Computer (or theft sensitive equipment) not included in the approved Budget
- 7) Substitution or addition of Subawardees

D. Budget Flexibility

Budget revisions between identified budget categories in cost reimbursement agreements that are within the total contract amount, comply with the Prior Approval Requirements, above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed as described below:

- 1) Up to 10% of each annual budget amount or \$10,000, whichever is less, is allowed with approval of the State's Contract Project Manager, or as otherwise agreed to by the Parties and documented on Exhibit B.
- 2) Exceeding 10% or \$10,000, whichever is less, of the last approved budget require the State's Contract Project Manager prior approval and may require a formal amendment to this Agreement. The University will submit a revised budget to the State for approval.

Budget transfers that would cause any portion of the funds to be used for purposes other than those consistent with the original intent of this Agreement are not allowed.

Notwithstanding the above provision, the State may proceed with a formal amendment to this Agreement for budget revisions.

E. Invoicing

- 1) For services satisfactorily rendered in accordance with the Scope of Work and Budget, and upon receipt and approval of invoices, State agrees to reimburse the University for actual allowable expenditures. Approval of invoices shall not be withheld based on scientific differences between University and State in the interpretation of the research data and final conclusions.
- 2) Invoices shall be submitted in arrears not more frequently than monthly and not less frequently than quarterly to the State Financial Contact, identified in Exhibit A3. Invoices may be submitted electronically by email.
- 3) Invoices shall:
 - a. Bear the University's name as shown on the Agreement
 - b. Include the Agreement number and University fund/reference number
 - c. Identify the billing and/or performance period covered by the invoice and provide a detailed transaction ledger, including payroll detail, for the same period
 - d. Provide University invoice contact, telephone number and/or email address

- e. Be prepared in accordance with the approved cost categories identified in Exhibit B and the elements contained in Exhibit B3
 - f. Be certified as true and correct in ink or by an electronically scanned copy of a signature by the University's Authorized Financial Contact identified in Exhibit A3
- 4) A copy of the invoice/detailed transaction ledger shall be certified in ink or by an electronically scanned copy of a signature by the PI for costs incurred, with the following statement: "I have reviewed the expenditure detail for this invoice to determine the allowability of the charges to this project and certify that the salaries and wages included on this invoice and ledger are an accurate representation of actual time worked." This certified document may be transmitted electronically to the State's Contract Project Manager (Technical) identified in Exhibit A3.
 - 5) The University shall submit the final invoice to the State, no later than ninety (90) calendar days after the agreement completion date.
- F. Program Income
- 1) The University shall account for [Program Income](#) related to projects funded by this Agreement, as identified in the Scope of Work.
 - 2) At the discretion of the State, or as identified in Exhibit B, Program Income may be used to support total project costs, to further eligible project or research program objectives, or to finance the non-state funded portion of the project or program.
 - 3) Within sixty (60) days of the program event the University will provide the State with a preliminary accounting of program event revenues and expenditures. When the contract is completed the University will reduce the total amount of the final invoice to the State by any Program Income exceeding total project expenditures. Net revenue from this project shall be remitted by the University to the State with the final invoice and/or accounting of project expenditures in accordance with Section E.4.

15. Audit

The University agrees that the awarding State agency, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The University agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

16. Right to Publish

- A. Subject to any restrictions on the publication, disclosure, dissemination and use of Confidential Information or use of data set forth in this Agreement or under any applicable law, the University shall have the right to publish, disclose, disseminate and

use, in whole and in part, any data and information received or developed under this Agreement.

- B. The University will provide publications, presentations and other public releases resulting from work performed under this Agreement to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first fifteen (15) calendar days of such review period, the State may provide notice to the University that it intends to rebut some or all aspects of the presentation, publication or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the University. Within the review period, the State may provide feedback to the University; the University will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.
- C. At the State's sole discretion, the State will require the University to use one of the following disclaimers in any publication, presentation or other public release:
 - 1) "This project was funded by the <Agency>. The contents may not necessarily reflect the official views or policies of the State of California."
 - 2) "This project was funded by the <Agency>. The contents do not represent the official views or policies of the State of California."

17. Data Rights

- A. Preexisting data of each Party that will be included as a Deliverable under this Agreement will be identified in Exhibit A4. Preexisting Data of the State may only be used by the University for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.
- B. At the State's expense for actual cost of duplication and delivery, University shall deliver additional [Project Data](#) that is specifically requested by the State.
- C. The State shall have the unrestricted right to use the Deliverable Data and delivered [Project Data](#), subject to applicable use and disclosure restrictions identified in Exhibit A4 and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyright, Patents and Use of Name and Publicity.
- D. The University shall have the unrestricted right to use Project Data, subject to applicable use and disclosure restrictions identified in Exhibit A4 and other provisions in this Agreement, including but not limited to, Right to Publish, Confidential Information, Copyrights, Patents and Use of Name and Publicity.

18. Copyrights

- A. All rights in copyrightable works first created by the University in the performance of the Scope of Work, Exhibit A, under this Agreement are the property of the University. Unless restricted under Exhibit A4, the University shall grant the State a fully paid-up,

royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the Deliverables identified in Exhibit A1, to fulfill the State's government purposes

- B. Notwithstanding the above, if the purpose of the Scope of Work is specifically to create a copyrightable work for use by the State and that fact is indicated in Exhibit A1, which may be amended upon mutual agreement of the Parties, then all rights in such copyrightable work will be the property of the State, subject to a reserved right for the University to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.
- C. Upon written request and subsequent amendment, the State may request delivery of computer software that is not identified on Exhibit A1, but was first created in the performance of the Scope of Work. To the extent the University is legally able to do so, University shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes, subject to restrictions, if any, identified in Exhibit A4.

19. Use of Name and Publicity

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

20. Access to State Facilities or Computing Systems

If University access to State agency facilities or computing systems is required, a separate agreement between the individual accessing the facility or system and the State agency may be necessary, and is referenced in Exhibit F.

21. Notices

All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the party as specified in Exhibit A3 of this Agreement.

22. Subject Headings

Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

23. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

24. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

25. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

26. Entire Agreement

This Agreement constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

AB20 Definitions

Accounting/Financial Contact (State): Individual responsible for processing invoices from University for payment.

Administrative Contact (State): Individual responsible for the day-to-day administration of the Agreement.

Administrative Contact (University): Individual responsible for the day-to-day administration of the Agreement.

Authorized Financial Contact: University representative authorized to sign invoices to State agencies.

Authorized Official: An individual authorized to enter into an agreement and receive notices on behalf of the UC, CSU or State as stipulated in the Agreement. The University's Authorized Official is usually located in the campus' contract & grant or sponsored project office. The State's Authorized Official is usually located in the agency's contracting office.

Confidential Information: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code Section 10850, and "personal information" about individuals that is non-disclosable under California Civil Code Section 1798.3 of the Information Practices Act (IPA), or any information identified as confidential by the parties, in accordance Section 8 of this agreement.

Consultant: An independent consultant is an individual not employed by the University of proven professional or technical competence who provides primarily professional or technical advice to the University and the University does not control either the manner of performance or the result of the service.

Contract Project Manager: State agency representative responsible for oversight of the technical completion of the project, identified in Exhibit A3.

CSU Auxiliary Organization (*when applicable*): A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 ([5 CCR § 42500](#)).

Data: Information, regardless of the form or medium including, but not limited to drawings, lists, findings, computations, notes, diagrams, data files, statistical records and other research data.

Pre-Existing Data:

1. State: Data that is already possessed or owned by the State.
2. University: Data that is already possessed or owned by the University.

3. 3rd Party: Data that is provided by a third party to the State or the University for use under this Agreement.

Project Data: Data that is first produced in the performance of this Agreement by the Principal investigator or the University's project personnel. Project Data does not include a researcher's laboratory notebook, but does include Project Data contained therein.

Deliverable Data: Project Data that is identified in the Scope of Work, Exhibit A1, and required to be delivered to the State.

Deliverables: Items identified in the Scope of Work, Exhibit A1, and required to be delivered to the State.

Direct Costs: Direct costs are those costs that can be identified specifically with a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Direct costs may include, but are not limited to, salary, fringe benefits (including graduate student tuition and fees), equipment, subawards, travel, supplies, other expenses and rental charges. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. Where an institution treats a particular type of cost as a direct cost of sponsored agreements, all costs incurred for the same purpose in like circumstances shall be treated as direct costs of all activities of the institution.

Independent Contractor: An independent entity performing work for the University, where the University has the right to control only the result of the service, not the manner of performance.

Indirect Costs: Indirect costs (IDC) are valid expenses of conducting research, instruction, and other sponsored activities at University, but are incurred for common or joint objectives and, therefore, cannot be identified readily and specifically with a particular project or program. Building use, facilities operation & maintenance costs, equipment use & depreciation and general administrative expenses are examples of costs that are usually treated as IDC.

Institutional Base Salary: Institutional Base Salary is the annual compensation paid by the University for an employee's appointment, whether that individual's time is spent on research, teaching, or other activities.

Key Personnel: The PI and other individuals who contribute to the scientific development or execution of a project in a substantive, measurable way, whether or not they receive salaries or compensation under the agreement. The institution identifies key personnel in each proposal.

Notices Contact: See Authorized Official.

Non-cancellable Obligations: Allowable costs that have been properly budgeted in Exhibit B incurred through the date of termination, but cannot be reversed at the point of termination.

Party(ies): Party or Parties shall mean the University campus or the State agency as the parties to this Agreement, and does not apply to any third party or other entity.

Principal Investigator: The Principal Investigator (PI) is defined as the individual(s) judged by the University to have the appropriate level of authority and responsibility and has been designated in the University's proposal to the State to direct the project or program supported by the Agreement.

Program Income: Gross income earned by the University that is directly generated by a supported activity and earned only as a result of the State funded project.

Scope of Work: The proposed and/or approved project and deliverables outlined by the University's PI to accomplish the State's funding goals.

State: An agency or department of the State of California that is funding the Scope of Work.

Subaward: Agreement issued to a Subawardee to perform a portion of Scope of Work.

Subawardee: An entity other than the University that performs a portion of the Scope of Work, as identified in this Agreement, and includes the following: Subrecipient, subcontractor, consultant and independent contractor.

Subcontractor: See Subrecipient.

Subrecipient: A collaborating entity of the University that is responsible for programmatic decision making and completing a portion of the Scope of Work.

Trade Secret: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and, (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. (Civil Code Section 3426.1)

University: The California State University campus or auxiliary or the University of California system, as represented by the specific campus, identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.

Vendor: A dealer, distributor, merchant or other seller providing goods or services that are required for the performance of the Scope of Work. Vendors are not considered a Subawardee and are subject to the normal terms and conditions of the University's procurement process.

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APPENDIX D

NCCP LAG Project Administration

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

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

Grant Amendments

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

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

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

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

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

Payment of Grant Funds

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

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

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

Accounting Requirements

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

APPENDIX E

Eligible Costs

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

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

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

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

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