

**PROCEDURAL GUIDE
FOR THE
Solano County
Suisun Marsh Specific Fund
Grant Program**

**FISCAL YEAR
2008 - 2009**



**SOLANO COUNTY
GENERAL SERVICES DEPARTMENT**



Suisun Marsh Specific Fund FY 2008/2009 Grant Program

The Solano County Suisun Marsh Specific Fund Grant Program is overseen by the Solano County Park and Recreation Commission (in its role as the County Fish and Wildlife Commission), by the direction of the Solano County Board of Supervisors ("Guidelines for Kinder Morgan Settlement Funds," Item 31 of Board Agenda of January 22, 2008). The Solano County Board of Supervisors has allocated \$100,000 in Fiscal Year (FY) 2008/2009 to provide grants for projects in Suisun Marsh for: habitat restoration, enhancement, creation, or protection; reduction or elimination of habitat impacts and threats; wildlife assistance, monitoring, conservation, or protection; or studies on the long-term preservation of Suisun Marsh.

Eligible entities that may receive grant awards under this program include private landowners, public agencies, including special districts, organized under federal, state or local laws, accredited educational institutions and private non-profit organizations with current 501(c)(3) status. Recipients will be required to demonstrate that their proposal meets the requirements of any and all regulatory agencies and that the cost for any permits related to the proposal shall be borne by the applicant from sources other than grant award monies. Please fill out one application per project. One unbound original hard copy of the application (including all required attachments) must be received by **close of business (5:00 p.m.) on Friday, April 24, 2009**. Faxed, or emailed applications will not be accepted.

Submit Applications and Correspondence to:
Suisun Marsh Specific Fund Program
C/o Solano County General Services Department
675 Texas Street, Suite 2500
Fairfield, CA 94533-6336

Phone: (707) 784-7905
Website: www.solanocounty.com

This procedural guide and application materials can be downloaded from the above Website, from the listing of current County RFP's (requests for proposal).

Presentations: Applicants may make a short project presentation (approximately 5 minutes) at the Park and Recreation Commission meeting on May 14, 2009, at 5:30 p.m. (675 Texas Street, Fairfield, 1st Floor Hearing Room). This is optional.

Note: Grant Applicants' Question/Answer Workshops:

There will be two non-mandatory question/answer workshops held for applicants on **Friday, April 10, 2009**. **The first workshop will begin at 9:30 a.m. and second will begin at 1:30 p.m.** at the Solano County Government Center, 675 Texas Street, Fairfield, Conference Room 1620. The workshop is your best opportunity to speak with staff and get your questions answered. Any applicant who still has questions about the SMSF or the grant application process after reviewing this Procedural Guide is strongly encouraged to attend a Question/Answer Workshop. Please RSVP at 707-784-7905 if you plan to attend.

I. SUISUN MARSH SPECIFIC FUND -- DESCRIPTION	5
Purpose and Funding	5
Maximum and Minimum Grant Request Amounts	5
Eligible Categories for Application	5
Eligible Projects	5
Ineligible Projects	5
Required Match	5
Application Guidelines	6
Project Performance Period.....	6
Definitions.....	6
Applications	8
Eligible Applicants	8
Land Tenure Requirements.....	9
For Development or Enhancement Projects.....	9
For Program or Study Projects	9
Land Tenure Requirements – Alternate Process.....	10
Match Requirement	10
Eligible Match Sources	10
Rules Regarding Match	10
The Suisun Marsh Specific Fund Grant Program Process	11
Submittal and Review of Grant Applications.....	11
How to Obtain a Contract	11
How To Request Grant Payments	11
During the Project.....	11
II. APPLICATION PROCESS	12
Application Packet Requirements and Checklist (100 Points)	12
FY 2008/2009 GRANT APPLICATION.....	15
Project Proposal Instructions	16
Project Proposal	16
Resolution Instructions	21
Authorizing Letter	21
RESOLUTION FORM.....	22
Cost Estimate Instructions.....	23
COST ESTIMATE FORM	24
Eligible Costs Charts	25
Rules for Personnel and Employee Services.....	27
California Environmental Quality Act (CEQA) Instructions.....	27
CEQA COMPLIANCE CERTIFICATION FORM.....	28
III. CONTRACT PROCESS.....	29
Contract Provisions Overview.....	29
GRANT CONTRACT	30
Contract for Grants Funded by SMSF Program.....	31

GENERAL PROVISIONS	31
IV. GRANT PAYMENTS.....	35
Grant Fund Availability Overview.....	35
SAMPLE GRANT PROGRESS STATUS REPORT	36
Advance Payments.....	37
Reimbursement Payments	39
Final Payments.....	40
PAYMENT REQUEST FORM	41
Payment Request Form Instructions	42
Grant Completion Packet	43
PROJECT CERTIFICATION FORM.....	44
GRANT EXPENDITURE FORM.....	45
FORCE ACCOUNT LABOR COSTS SUMMARY FORM	46
EQUIPMENT RENTAL COSTS SUMMARY FORM	47
V. PROPOSED PROJECT CHANGES	48
Changes to Grant Scope	48
VI. ACCOUNTING AND AUDIT REQUIREMENTS.....	49
Accounting Requirements	49
County Audit.....	49
Audit Checklist.....	50
VII. APPENDICES	51
Appendix A - Map of Suisun Marsh Management Area.....	51

I. Suisun Marsh Specific Fund -- Description

Purpose and Funding

The Solano County Board of Supervisors has allocated \$100,000 in Fiscal Year (FY) 2008/2009 to provide grants to eligible recipients through the **Suisun Marsh Specific Fund (SMSF)**. The SMSF funds are available as a result of mitigation money received by Solano County due to the 2005 Kinder Morgan Settlement, in response to a diesel fuel pipeline spill that occurred in the Suisun Marsh in 2004. The use of these funds was authorized for this grant program by the Solano County Board of Supervisors ("Guidelines for Kinder Morgan Settlement Funds," Item 31 of Board Agenda of January 22, 2008).

Maximum and Minimum Grant Request Amounts

There is no minimum grant amount and the current available appropriation is \$100,000.

Eligible Categories for Application

Eligible Projects

The Solano County Board of Supervisors has directed that these funds be distributed as grants for the following types of projects (not in priority order) within the Primary Management Area of the Suisun Marsh (as defined in California Public Resources Code section 29102):

- Habitat restoration, enhancement, creation, or protection
- Reduction or elimination of habitat impacts and threats
- Wildlife assistance, monitoring, conservation, or protection
- Studies on the Long-Term Preservation of Suisun Marsh

All categories are eligible for funding. All projects compete against each other for the total funds available. Grant funds may be awarded in an amount less or more than requested, in the Board of Supervisor's sole discretion. All project applications have a potential maximum score of 100.

Ineligible Projects

The following types of *PROJECTS* or costs are **NOT** eligible for the FY 2008/2009 *SMSF* program.

1. Projects outside of the Primary Management Area of the Suisun Marsh.
2. Enhancement, restoration or development projects without land tenure.
3. Projects for operations, maintenance, or planning (exclusively).
4. *PROJECTS* that do not comply with all applicable current laws and regulations affecting *ENHANCEMENT, RESTORATION, DEVELOPMENT OR PROGRAM PROJECTS*, including, but not limited to, legal requirements for construction contracts, grading, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.
5. *PROJECTS* that are not consistent with the *APPLICANT'S* general plan or equivalent planning document.
6. Projects not compliant with federal or state environmental laws such as the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), or other applicable regulatory requirements.

Required Match

Each Project is required to have matching funds of at least 25% of the requested grant.

Application Guidelines

One unbound hard-copy of the application (including all required attachments) must be received by close of business **(5:00 pm) on Friday, April 24, 2009** at the address shown on the cover page (faxed or emailed applications will not be accepted). The application review process will begin at that time, and applications missing any items will be considered incomplete, and will be scored accordingly.

This Grant Procedural Guide may be downloaded at www.solanocounty.com from the list of current County RFP's (requests for proposals).

For additional information or assistance, contact: Marilea Tanner-Linné, Administrative Secretary at (707) 784-7905.

Project Performance Period

The project performance period for each project begins on the date of contract execution and extends to the end of calendar year 2010 (December 31, 2010).

Definitions

Capitalized and italicized words and terms, other than the first word of each sentence, appear in the body of these guidelines (excluding the Executive Summary, sample Resolution, Contract, Contract Provisions, and forms). These words are defined in the Definition Section below. Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

ADVANCE – payment made to the *GRANTEE* prior to the *GRANTEE* paying for the activities for which the payment is made.

APPLICANT – eligible entities as defined by the Suisun Marsh Specific Fund Program.

APPLICATION – the individual *APPLICATION* form and its required attachments for *GRANTS* pursuant to the Suisun Marsh Specific Fund Program.

APPROPRIATION – a Legislative funding authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

AUTHORIZED REPRESENTATIVE – the designated position authorized in the *RESOLUTION* or *AUTHORIZING LETTER* to sign all required Grant documents including, but not limited to the *GRANT CONTRACT*, the *APPLICATION* form, *CEQA* Certification Form, payment requests, and *GRANT COMPLETION PACKET* forms. The *AUTHORIZED REPRESENTATIVE* may designate an alternate by informing the County in writing.

AUTHORIZING LETTER – a letter submitted in lieu of the Resolution (see p.21).

CAPITAL IMPROVEMENT – *PROJECTS* that utilize *GRANT* funds and required *MATCH* for *ACQUISITION* or development of land and/or facilities to improve the property's public usage and access for park and recreation purposes.

CEQA – the California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. *CEQA* is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and *HISTORICAL RESOURCES* that may occur as a result of the agency's proposed *PROJECT*. For more information refer to <http://ceres.ca.gov/ceqa/>.

COMPETITIVE – a process whereby *PROJECTS* are ranked and selected based upon program specific criteria.

CONTRACT – an agreement between Solano County and the *GRANTEE* specifying the payment of funds by Solano County for the performance of the *GRANT* Scope within the *CONTRACT PERFORMANCE PERIOD* by the *GRANTEE*.

CONTRACT PERFORMANCE PERIOD – the period of time that the *GRANT SCOPE ELIGIBLE COSTS* may be incurred, and the work described in the *GRANT SCOPE* must be completed, billed and paid by the state.

COUNTY – Includes Solano County, its employees and representatives responsible for administering the SMSF grant program, including members of the Park and Recreation Commission and the SMSF evaluation committee.

DEVELOPMENT – including, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.

DFG – California Department of Fish and Game.

ELIGIBLE COSTS – allowable expenses incurred by the *GRANTEE* during the *CONTRACT PERFORMANCE PERIOD* of an approved *CONTRACT*.

ENHANCEMENT – to increase the *HABITAT* value of the land to benefit the target species.

FORCE ACCOUNT LABOR – a *GRANTEE*'S own labor force and/or equipment.

FUND or SMSF – the Solano County Suisun Marsh Specific Fund.

GRANT – funds made available to a *GRANTEE* for *ELIGIBLE COSTS* during a *CONTRACT PERFORMANCE PERIOD*.

GRANTEE – an entity that has a *CONTRACT* for *GRANT* funds.

GRANT COMPLETION PACKET – the collection of the completed *PROJECT* Certification Form, *GRANT* Expenditure Form, the *FORCE ACCOUNT LABOR* Cost Summary Form, Equipment Cost Summary Form, and Payment Request Form which demonstrate that the work described in the *GRANT SCOPE* is done, and that the final payment is requested.

GRANT SCOPE – Description of the items of work to be completed with *SMSF* Funds and the required *MATCH* amount, as described in the *APPLICATION* form and cost estimate.

HABITAT – Where a given plant or animal species meets its requirements for food, cover, and water in both space and time; may or may not coincide with a single vegetation type.

HABITAT IMPACTS AND THREATS – A possible source of danger to the existence of wildlife habitat or the wildlife populations or individual wildlife within those habitats.

HISTORICAL RESOURCE – Includes, but is not limited to, any building, structure, site, area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

INDIRECT COSTS – Charges billed as a percentage of *PROJECT* costs. Such costs are not eligible as *MATCH* or for reimbursement.

IN-KIND – Donations that are utilized on the *PROJECT*, which may include local or private funds, materials and/or services. These donations shall be eligible only as *MATCH*.

MARSH – a tract of low, swamp land usually characterized by tules, cattails, bulrushes, or other hydrophytes, can be freshwater or saltwater. It is one type of wetland.

MATCH – contributions to the *PROJECT* which may be monetary from any source, including funds from other federal and state local assistance programs; gifts of real property, equipment, and consumable supplies; volunteer services; free or reduced-cost use of land, or equipment; and bequests and income from wills, estates, and trusts. Required *MATCH* is subject to the same *ELIGIBLE COSTS* requirements as the *GRANT* unless otherwise specified. *SMSF GRANT* funds cannot be considered as *MATCH*.

NATIVE FISH – those fish indigenous to California prior to the arrival of Europeans.

NCCP/HCP – Natural Community Conservation Plan/*HABITAT* Conservation Plan.

NDDB – Natural Diversity Data Base. (<http://www.dfg.ca.gov/whdab/html/cnddb.html>)

PRELIMINARY ADVANCE – an *ADVANCE* of up to 10% of the *GRANT APPLICATION* Amount. To be used for preliminary activities which will depend on the *PROJECT* type, but might include things such as plans, appraisals, and design costs.

PRIMARY MANAGEMENT AREA OF SUISUN MARSH – That area of the Suisun Marsh described in California Public Resource Code 29102, being a portion of the Suisun Marsh Management Area, and exclusive of the Secondary Management Area and Water Dependent Industrial Reserve (see map in Appendix A).

PROGRAM – an event, or series of events to be accomplished with *GRANT* funds and that meets the requirements of eligible categories of projects, including but not limited to, a program that provides wildlife assistance, monitoring, conservation or protection, or that effects a reduction in habitat impacts or threats.

PROGRAM AGREEMENT – a document developed between an *APPLICANT* or *GRANTEE* and a land owner signed by both parties, wherein the *APPLICANT* or *GRANTEE* and land owner, at a minimum, describe the expected participants in the *PROGRAM* activities, the specific *PROGRAM* activities to be implemented, approximate number of *PROGRAM* participants, and dates and location for the *PROGRAM*, or any other relevant information.

PROGRESS STATUS REPORT – a document issued by Solano County that requires the *GRANTEE* to provide an update of *GRANT SCOPE* expenditures incurred and activities undertaken during the *CONTRACT PERFORMANCE PERIOD*.

PROJECT – the work or Program to be accomplished with *GRANT* funds and *MATCH*.

PROJECT OFFICER – an employee of Solano County, who acts as a liaison with the *APPLICANTS* or *GRANTEES* and administers *GRANT* funds, ensures compliance with guidelines and the *GRANT CONTRACT*.

RESTORATION – the act of bringing either land or a species back into a former, non-impaired condition.

RETP—Rare, Endangered, Threatened, or Fully-Protected Species.

RIPARIAN – lands which contain *HABITAT* which grows close to and which depends upon soil moisture from a nearby freshwater source.

STUDY -- A project which examines the causes or effects of actions that could affect the long-term preservation of the Primary Management Area of the Suisun Marsh.

SUISUN MARSH – For area of Suisun Marsh applicable to this grant process, see definition of *PRIMARY MANAGEMENT AREA OF SUISUN MARSH*.

UNDERSTORY – *CANOPY* layer of plants underneath the dominant plants.

WETLANDS – lands which include saltwater *MARSHES*, freshwater *MARSHES*, open or closed brackish water *MARSHES*, swamps, mudflats, fens and vernal *POOLS*.

WILDLIFE – indigenous flora and fauna.

WILDLIFE AREA – location where indigenous flora and fauna are predominant.

WILDLIFE ASSISTANCE – aid provided to preserve or prolong the existence of wildlife populations or individuals, or the habitat in which they are found.

Applications

APPLICANTS may apply for more than one *PROJECT*. Each site shall be considered a *PROJECT*. Each *PROJECT* must have its own *APPLICATION* (*PROGRAM PROJECTS* may occur on more than one site).

Eligible Applicants

Eligible entities that may receive award of grant funds under this program include private landowners, public entities, including special districts, organized under federal, state or local laws, accredited educational institutions and private non-profit organizations with current 501C(3) status.

Land Tenure Requirements

For Development or Enhancement Projects

APPLICANTS or *GRANTEES* must certify to Solano County that they have adequate tenure to, and site control of, properties to be improved. Adequate land tenure includes, but is not limited to, ownership, lease, easement, or similar agreement where the *APPLICANT* or *GRANTEE* has adequate site control. Adequate site control is defined below.

If the *APPLICANT* or *GRANTEE* owns the land in fee simple, the *APPLICANT* or *GRANTEE* must include a full, legible copy of the Grant Deed(s) and recordation number(s) on the *APPLICATION* form or on a separate sheet attached to the *APPLICATION* form. Recordation numbers are found on the Grant Deed, or may be obtained through the Solano County recorder's office.

If the *APPLICANT* or *GRANTEE* does not own the land in fee simple, a land tenure document (agreement) between the land owner and the *APPLICANT* or *GRANTEE* is necessary. The agreement must, at a minimum, include the following items:

- Name of the agreement.
 - The agreement may be identified as a lease, Joint Powers of Agreement, Memorandum of Understanding, or any other term.
- Term of the agreement
 - All *GRANTS* up to and including \$100,000 require at least 10 years of land tenure.
- Renewability
 - An agreement must include a provision for renewal (renewal clause)
- Termination (revocability)
 - An agreement must be either mutually revocable or revocable because the tenant (*APPLICANT* or *GRANTEE*) has breached the contract provisions.
 - A landlord **may not** revoke the agreement without cause (at will).
- Site Control
 - The *APPLICANT* or *GRANTEE* must have sufficient site control to fulfill their obligations under the contract.
 - Adequate site control is the power or authority to manage, direct, superintend, restrict, regulate, govern, administer, or oversee a plot of ground suitable or set apart for the use proposed in the *PROJECT APPLICATION*.
- Operation and Maintenance
 - The agreement must specify who will operate and maintain the property. The details are not necessary to include in the agreement.
- Roles and responsibilities
 - The agreement must identify the roles and responsibilities of each partner in the agreement

For Program or Study Projects

APPLICANTS or *GRANTEES* must certify to Solano County that they have access to the properties necessary to conduct the *PROGRAM* or *STUDY*. Adequate land tenure includes, but is not limited to, ownership, lease, easement, or *PROGRAM AGREEMENT*.

If the *APPLICANT* or *GRANTEE* owns the land in fee simple, the *APPLICANT* or *GRANTEE* can include the Grant Deed(s) recordation number(s) on the *APPLICATION* form or on a separate sheet attached to the *APPLICATION* form. Recordation numbers are found on the Grant Deed, or may be obtained through the county recorder's office.

If the *APPLICANT* or *GRANTEE* does not have Land Tenure, it must provide a *PROGRAM AGREEMENT* with the land owner(s) on whose land the *APPLICANT* or *GRANTEE* intends to conduct the *PROGRAM* or *STUDY*. The *PROGRAM AGREEMENT* is a document developed between an *APPLICANT* or *GRANTEE* and a land owner signed by both parties, wherein the *APPLICANT* or *GRANTEE* and land owner, at a minimum, describe the expected participants in the *PROGRAM* or *STUDY* activities, the specific *PROGRAM* or *STUDY* activities to be implemented, and dates and location for the *PROGRAM* or *STUDY*.

Land Tenure Requirements – Alternate Process

When an *APPLICANT* does not have either tenure or a signed *PROGRAM AGREEMENT* at the time of *APPLICATION*, but intends to establish tenure via a lease or a *PROGRAM AGREEMENT* that will be signed upon *GRANT* award, the *APPLICANT* may choose to follow the alternate land tenure process by:

- Submitting a copy of the proposed lease or other agreement, as well as letters from the *APPLICANT* and the prospective landlord in which each commits to execute the proposed lease or agreement should the *APPLICATION* be successful. The proposed lease or agreement must meet the land tenure requirements listed previously and be reviewed and approved by Solano County.
- Once Solano County has recommended the *PROJECT* for funding, the *APPLICANT* must submit a fully-executed lease or agreement which meets the land tenure requirements prior to *CONTRACT* execution.

Match Requirement

The *SMSF MATCH* amount is based on the cost of the requested grant. The *APPLICANT* is responsible for providing a *MATCH* amount that is a minimum of 25% of the grant request. The *MATCH* must be committed **and explained in detail** at the time of application.

Eligible Match Sources

- Local funds, including local general funds and local bond funds.
- Private funds (including donations, endowments, etc.).
- Donated materials and services.
- Value of donated land.
- Federal funds.
- State or local agency funds.

Rules Regarding Match

MATCH can only be spent on *ELIGIBLE COSTS* (SEE CHART ON PAGE 26). Indirect costs cannot be used as *MATCH*.

Important Amounts to Know

TOTAL PROJECT COST	\$ _____
-	
GRANT Request Amount	\$ _____
=	
Funding from Other Sources(Match) (Must be a minimum of 25% of grant request)	\$ _____
0.25 X _____ = _____	
Grant Request	Match

The Suisun Marsh Specific Fund Grant Program Process

Submittal and Review of Grant Applications

1. There will be 2 non-mandatory **Question/Answer Workshops** held for applicants on **Friday, April 10, 2009 beginning at 9:30 a.m. and 1:30 p.m.** at the Solano County Government Center, 675 Texas Street, Fairfield, Conference Room 1620. Please RSVP at 707-784-7905 if you plan to attend.
2. The *APPLICANT* submits *APPLICATION(S)* by **close of business (5:00 p.m.) on Friday, April 24, 2009**. Solano County will send applicant an acknowledgement that the application has been received.
3. The *APPLICANT* may submit multiple *APPLICATIONS* under the *SMSF* Program. To do this, the *APPLICANT* must submit an individual *APPLICATION* for each *PROJECT* site (*PROGRAM PROJECTS* may occur on more than one site).
4. Written applications will be evaluated and scored based on the criteria described below by an evaluation committee designated by the Chair of the Park and Recreation Commission. Applicants may make a short project presentation (approximately 5 minutes) to the Park and Recreation Commission at the regular meeting of the Park and Recreation Commission on May 14, 2009. Park and Recreation Commission meetings are held at 5:30 p.m. in the Hearing Room on the first floor of the Solano County Administration Center at 675 Texas Street, Fairfield. The evaluation committee will present its results, which the Commission will consider before making a recommendation regarding the award of grant funds at a special meeting of the Park and Recreation Commission, on May 18, 2009 at 5:30 p.m. (same address).
5. The recommendation of the Park and Recreation Commission to award Grant funds is tentatively scheduled to be presented to the Solano County Board of Supervisors for final approval at their June 9, 2009 meeting.

How to Obtain a Contract

6. After the *PROJECT* is approved, Solano County will send a *CONTRACT* to the *GRANTEE'S AUTHORIZED REPRESENTATIVE* for signature. (see attached sample *CONTRACT* to review the *CONTRACT* Provisions.)
7. The *GRANTEE* returns the signed *CONTRACT* to Solano County.
8. Solano County returns a fully executed *CONTRACT* to the *GRANTEE*.

How To Request Grant Payments

9. After the *CONTRACT* is fully executed, the *GRANTEE* may request payments and advances (refer to Section IV, "Grant Payments") for the *PROJECT*.
10. The *GRANTEE* completes the project as per the *GRANT SCOPE* and submits the *GRANT COMPLETION PACKET* to the *PROJECT OFFICER*.
11. Solano County verifies that the *GRANT SCOPE* was completed by conducting a final on-site *PROJECT* inspection in the case of *PROJECTS* which involve *ENHANCEMENT, RESTORATION, DEVELOPMENT* or by other means for other *PROJECT* types.
12. Solano County processes the final payment request.

During the Project

13. Commencing approximately six months after approval of the *CONTRACT*, and continuing every six months during the course of the *GRANT* until a *GRANT COMPLETION PACKET* is received; Solano County will send a *PROGRESS STATUS REPORT* form to the *GRANTEE*. The *GRANTEE* must complete, sign and return these *PROGRESS STATUS REPORTS* within **30** days of receiving them. Payment requests for *GRANT* funds will not be processed if the *PROGRESS STATUS REPORTS* are overdue.

II. APPLICATION PROCESS

Submitting Applications

All *APPLICANTS* are required to submit **one, unbound**, original, hard-copy of the *APPLICATION* packet. Each *APPLICATION* must include a Table of Contents with the remaining documents in the order listed on the *APPLICATION* Requirements Packet and Checklist below. All pages **MUST** be numbered (handwritten numbers are acceptable).

NOTE: *An APPLICANT may submit an Application for more than one PROJECT.
Each PROJECT must have its own APPLICATION.
Each location must be submitted as a separate PROJECT.*

Letters of Support

Letters of support are neither required nor considered in the scoring process. However, *APPLICANTS* may include letters of support with the *PROJECT APPLICATION*. Letters of support from Legislators or other entities should be directed to the *APPLICANT*.

Application Packet Requirements and Checklist (100 Points)

The *PROJECT APPLICATION* shall consist of one copy of each of the items listed on the checklist (below). The items must be included in the order they appear on the checklist. If an item is not applicable to the *PROJECT*, Applicants shall respond with "N/A" (not applicable) and a brief explanation as to why. Failure to address these requirements may render the application not reviewable.

1. **APPLICATION FORM (5 POINTS).** The *APPLICATION* form must be completed and **signed** by the *APPLICANT'S AUTHORIZED REPRESENTATIVE*.

In the *GRANT SCOPE* section of the *APPLICATION* form, describe the *PROJECT* and identify the items of work to be completed with SMSF funds and the required *MATCH*. *Do not include items of work that will not be funded by SMSF funds and the required MATCH amount. Do not include the merits of the PROJECT. (Merits of the PROJECT should be included in the PROJECT Proposal, item 13.)*

The *GRANT SCOPE* **must** be detailed enough to identify each *PROJECT* element to be accomplished by the *GRANT*, and **must** be consistent with the cost estimate, *CEQA* document(s) and site plan. The *GRANT SCOPE* must include only a description of the *PROJECT*. The *PROJECT* will be justified in Project Proposal, item 13).
2. **PROJECT LOCATION MAP (5 POINTS).** Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the *PROJECT*.
3. **SITE PLAN (5 POINTS).** Provide a drawing or depiction indicating scale, *PROJECT* orientation (north-south), what improvements the *GRANTEE* will make, where the improvements will be and the approximate square footage of any buildings that are part of the *GRANT SCOPE*. The plan must also indicate access points to the site.
4. **TOPOGRAPHIC MAP (5 POINTS).** Submit a topographic map (*APPLICANT* to specify scale) that is detailed enough to identify the *PROJECT* elements as described in the *GRANT SCOPE* and include all parcels (owned or leased) that are part of the *PROJECT* site. As applicable, depict the *PROJECT* in relation to surrounding *WILDLIFE* resources, such as vegetated areas, creeks, *WETLANDS* and other features including archeological sites and existing roads and trails.
5. **PHOTOS OF THE PROJECT SITE (5 POINTS).** Submit adequate photos (maximum of 7) to show the area(s) to be enhanced, acquired or where *PROGRAMS* will be conducted, as appropriate.
6. **COST ESTIMATE (5 POINTS).** Provide details on *PROJECT* costs. The sample *PROJECT* Cost Estimate Form is on page 24; please refer to the *ELIGIBLE COSTS* Charts when formulating a cost estimate. List required *MATCH* funds and the amount of SMSF funds to be used on the *GRANT PROJECT*.

7. **LAND TENURE (5 POINTS).**

If property is owned in fee title by the Applicant, provide the recordation number(s) from the Grant Deed(s) **AND a copy of the grant deed.** If the property is not owned in fee title, provide documentation (lease, easement, agreement, etc.) verifying that the land tenure requirement has been met or a *PROGRAM AGREEMENT* with the land owner (See "Land Tenure Requirements" page 9).

8. **California Environmental Quality Act (CEQA) for ENHANCEMENT, RESTORATION, or DEVELOPMENT PROJECTS) (5 POINTS).** The *APPLICANT* must fill out the *CEQA Compliance Certification Form* (see page 28) in the grant application. Applicant must indicate by the check box whether CEQA compliance is complete, or whether it is incomplete and will be completed prior to execution of the grant contract. The *APPLICANT* is required to comply with CEQA, NEPA, or other applicable environmental laws, prior to execution of contract. The *APPLICANT* should check with its local city or county planning agency for more information on how to comply with the required environmental laws. An *APPLICANT* may demonstrate compliance with *CEQA* by providing an original copy of the *CEQA Compliance Certification Form* (see page 28) and either:

- a copy of the Notice of Exemption,
- a copy of the Notice of Determination, or
- other documentation of *CEQA PROJECT* approval by the Lead Agency as appropriate.

For Programs and Research Studies that do not constitute a Project under CEQA, the *CEQA Compliance Certification Form* should be filled out and signed by the *AUTHORIZED REPRESENTATIVE*, with the "OTHER" box checked, along with a detailed note indicating why CEQA is not applicable. Should the Applicant's *PROJECT* include activities which might include construction or other activities which constitute a Project under *CEQA*, the *CEQA* process above must be followed.

9. **Authorizing Resolution or Letter.** The *APPLICANT* must submit an authorized resolution with the Application, or a written explanation stating when the resolution is anticipated to be completed. Authorized resolution must be submitted prior to the execution of contract. (See attached Resolution Instructions page 21) The resolution will not be scored. Should the applicant not have a governing body, Applicant shall submit an *AUTHORIZING LETTER* affirming Item 1-6 of the Resolution.(See P.21)

10. **PROJECT Summary.** Provide a summary (one-page maximum, double spaced) that explains the *PROJECT*. Describe *PROJECT* components in addition to improvements to be made to the *PROJECT* site. The summary will not be scored.

11. **Leases or Agreements (5 POINTS).** Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting *PROJECT* lands or the operation and maintenance thereof, excluding those relevant to land tenure (if applicable). If not applicable, state that it is not applicable, and provide a brief explanation as to why not.

12. **Required Regulatory Permits (if applicable) (5 POINTS).** Provide a list of existing and additional required permits, the status of each, and indicate when permit approval is expected. If not applicable, state that it is not applicable, and provide a brief explanation as to why not. Applicant is required to obtain all applicable permits prior to contract execution. Examples include:

- State Lands Commission
- San Francisco Bay Conservation and Development Commission
- Fish and Game Permit
- Corps of Engineers
- Local permits (building permit, grading permit, etc.)

13. **PROJECT Proposal (50 points) – see "Project Proposal Instructions" below.** Provide a written proposal which answers each question in the criteria in the *PROJECT PROPOSAL* portion (see "Project Proposal" and criteria listed below), page 16.

Limit the *PROJECT Proposal* to no more than 10 pages, 8 ½" x 11" paper, single-sided, double-spaced, with 12-point font. Attachments do not count as part of the 10 pages. Any pages beyond the 10 page limit will neither be reviewed nor scored.

Submit applications and correspondence to:

Suisun Marsh Specific Fund Program
c/o Solano County General Services Department
675 Texas Street, Suite 2500
Fairfield, CA 94533-6336

Phone: (707) 784-7905

Website: www.solanocounty.com

This procedural guide and application materials can be down-loaded from the County website, from the listing of current RFP's (requests for proposals).

SOLANO COUNTY SUISUN MARSH SPECIFIC FUND FY 2008/2009 GRANT APPLICATION



THIS FORM AND REQUIRED ATTACHMENTS MUST BE SUBMITTED FOR EACH PROJECT SITE

TYPE OF PROJECT (*check one below*)

<input type="checkbox"/> Habitat Restoration, Enhancement, Creation, or Protection <input type="checkbox"/> Wildlife Assistance, Monitoring, Conservation or Protection		
<input type="checkbox"/> Reduction or Elimination of Habitat Impacts and Threats <input type="checkbox"/> Studies for Long-Term Preservation of Suisun Marsh		
PROJECT NAME	Grant Request Amount \$ _____ Plus Required Match Amount \$ _____ Equals TOTAL \$ _____	
GRANT APPLICANT (agency, address, and zip code)	PROJECT ADDRESS (OR NEAREST CITY)	
	NEAREST CROSS STREET	
GRANT APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION OR AUTHORIZING LETTER		
Name (typed or printed) and Title	Email Address	
Name (typed or printed) and Title	Email Address	
PERSON WITH DAY-TO-DAY RESPONSIBILITIES FOR PROJECT IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE		
Name (typed or printed) and Title	Email Address	
GRANT SCOPE: (Items of work to be completed with SMSF Funds and the required Match amount. Do not include project merits.)		
	For development or restoration/enhancement projects, land tenure is: _____ acres (total). _____ Acres owned in fee simple by applicant. _____ Recordation number(s) (attach additional sheet if necessary) _____ Acres available under a ____ year lease. _____ Acres other interest (explain) _____	For programs, project land is: (Please check one) _____ Owned in fee simple by applicant _____ Utilized through a program agreement with land owner

I certify that the information contained in this project application form, including required attachments, is accurate and that I have read and understand the important information and assurances on the reverse of this form.

SIGNED _____ DATE _____
 Grant Applicant's Authorized Representative as shown in Resolution or Authorizing Letter

Project Proposal Instructions

The APPLICANT must:

- Respond to each criterion separately in the order presented and numbered the same.
- Provide a written response to each question or statement as it pertains to the *PROJECT*. If a particular question or statement does not apply to the *PROJECT*, please indicate as such with “N/A” (not applicable), and a brief explanation as to why not.
- Limit the *PROJECT* Proposal to no more than 10 pages, 8 ½” x 11” paper, single-sided, double-spaced, with 12-point font. It is not necessary to include the questions in your responses. Attachments do not count as part of the 10 pages.
- Cite studies, reports or other data that support the responses, where appropriate.

The meanings of capitalized words and phrases used below can be found in the “Definitions” section.

Project Proposal

Introduction

The information provided in the *PROJECT* proposal will allow Solano County to evaluate the competing *GRANT APPLICATIONS*. All *PROJECTS*, regardless of category, compete for the available funding.

- Applications will be scored up to 50 points for the application requirements listed starting on page 12.
- Applications will be scored up to an additional 50 points for their “project proposal,” which will consist of the applicant’s responses to the criteria listed on the following pages. (Applicants should apply for funding under one of the project categories and respond to only those evaluation criteria listed under that project category.)
- The total points possible for each *APPLICATION* is 100.

Evaluation Criteria

Applications must be consistent with one of the following project categories (applicants should apply for only one project category). Applicants must reply to each of the evaluation criteria listed under the chosen category on the following pages. Responses to the criteria will be scored up to a total of 50 points, as shown in the scoring box at the bottom of each page.

1. Habitat Restoration, Enhancement, Creation, or Protection (50 points)
2. Reduction or elimination of habitat impacts and threats (50 points)
3. Wildlife assistance, monitoring, conservation, or protection (50 points)
4. Studies on the Long-Term Preservation of Suisun Marsh (50 points)

1. *Habitat Restoration, Enhancement, Creation, or Protection* (50 points)

Evaluation Criteria (Applicant responses should be numbered in this order):

- 1a. Describe the existing conditions of your site, and why the habitat should be restored, enhanced, created or protected. Information must include specific acreage, species, and other information of sufficient detail to describe the site to a person that has never been on your site.
- 1b. Describe your proposed improvements, and how your proposed project will solve the issues mentioned in item 1a (above). Provide detailed information such as specific acreage, species, and types of improvements that will solve the issues presented in item 1a.
- 1c. How will your proposed project provide short term and long term benefits to the Suisun Marsh?
- 1d. What methods or techniques will you use to assure that your proposed project is sustainable without the need for long term costly input of funds and/or labor?
- 1e. Describe how your organization's ability to complete the proposed project, including experience with similar projects, technical expertise, personnel, and ability to oversee the completion of your proposal.
- 1f. How will your proposed project provide a value on the investment of labor and funds?
- 1g. What methods will you use to monitor and measure the success of your proposed project? The method of monitoring must also include a time frame for your monitoring program.

The proposed *PROJECT* **fully** responds to the required criteria listed within this section, and demonstrates an approach that is comprehensive and targeted to provide sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using feasible methods **50 points**

The proposed *PROJECT* **partially** responds to the required criteria listed within this section, and demonstrates an approach that is partially comprehensive and targeted to provide somewhat sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using partially feasible methods..... **35 points**

The proposed *PROJECT* **minimally** responds to the required criteria listed within this section, and demonstrates a minimal approach to provide sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using minimally feasible methods **25 points**

The proposed *PROJECT* **does not** respond to the required criteria listed within this section, and does not demonstrate an approach that is comprehensive and targeted to provide sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using feasible methods **0 points**

2. Reduction or Elimination of Habitat Impacts and Threats (50 points)

Evaluation Criteria (Applicant responses should be numbered in this order):

- 2a. Describe the existing conditions of your site, its habitat(s), and the identified impacts or threats to it. Information must include specific acreage, species, and other information of sufficient detail to describe the site to a person that has never been on your site.
- 2b. Describe your proposed actions or improvements, and how your proposed project will solve the issues mentioned in item 2a (above). Provide detailed information such as specific acreage, species, and types of improvements that will solve the issues presented in item 2a.
- 2c. How will your proposed project provide short term and long term benefits to the Suisun Marsh?
- 2d. What methods or techniques will you use to assure that the positive results of your actions are sustainable without the need for long term costly input of funds and/or labor?
- 2e. Describe how your organization's ability to complete the proposed project, including experience with similar projects, technical expertise, personnel, and ability to oversee the completion of your proposal.
- 2f. How will your proposed project provide a value on the investment of labor and funds?
- 2g. What methods will you use to monitor and measure the success of your proposed project? The method of monitoring must also include a time frame for your monitoring program.

The proposed *PROJECT* **fully** responds to the required criteria listed within this section, and demonstrates an approach that is comprehensive and targeted to provide sustainable, cost effective, and feasible methods that will reduce or eliminate threats to habitat within the Suisun Marsh **50 points**

The proposed *PROJECT* **partially** responds to the required criteria listed within this section, and demonstrates an approach that is partially comprehensive and targeted to provide partially sustainable, cost effective, and feasible methods that will reduce or eliminate threats to habitat within the Suisun Marsh **35 points**

The proposed *PROJECT* **minimally** responds to the required criteria listed within this section, and demonstrates an approach that is minimally comprehensive and targeted to provide minimal sustainable, cost effective, and feasible methods that will reduce or eliminate threats to habitat within the Suisun Marsh **25 points**

The proposed *PROJECT* **does not** respond to the required criteria listed within this section, and does not demonstrate a feasible approach..... **0 points**

3. Wildlife Assistance, Monitoring, Conservation, or Protection (50 points)

Evaluation Criteria (Applicant responses should be numbered in this order):

- 3a. Describe the existing conditions of your site and/or wildlife populations your project will target. Identify why wildlife assistance, monitoring, conservation or protection are needed at this site. Information must include specific acreage, species, and other information of sufficient detail to describe the site to a person that has never been on your site.
- 3b. Describe your proposed project or program, and how it will solve the issues mentioned in item 3a (above). Provide detailed information such as specific acreage, species, and types of improvements that will solve the issues presented in item 3a.
- 3c. How will your proposed project provide short term and long term benefits to the Suisun Marsh?
- 3d. What methods or techniques will you use to assure that your proposed project is sustainable without the need for long term costly input of funds and/or labor?
- 3e. Describe how your organization's ability to complete the proposed project, including experience with similar projects, technical expertise, personnel, and ability to oversee the completion of your proposal.
- 3f. How will your proposed project provide a value on the investment of labor and funds?
- 3g. What methods will you use to monitor and measure the success of your proposed project? The method of monitoring must also include a time frame for your monitoring program.

The proposed *PROJECT* **fully** responds to the required criteria listed within this section, and demonstrates an approach that is comprehensive and targeted to provide sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using feasible methods **50 points**

The proposed *PROJECT* **partially** responds to the required criteria listed within this section, and demonstrates an approach that is partially comprehensive and targeted to provide somewhat sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using partially feasible methods **35 points**

The proposed *PROJECT* **minimally** responds to the required criteria listed within this section, and demonstrates a minimal approach to provide sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using minimally feasible methods **25 points**

The proposed *PROJECT* **does not** respond to the required criteria listed within this section, and does not demonstrate an approach that is comprehensive and targeted to provide sustainable, cost effective improvements of the specific habitat element(s) within the Suisun Marsh using feasible methods..... **0 points**

4. Studies on the Long-Term Preservation of Suisun Marsh (50 points)

Evaluation Criteria (Applicant responses should be numbered in this order):

- 4a. Identify the specific element(s) of the marsh that will be studied, including location and extent (quantify using acreage, species to be studied, type of habitat, linear feet or other measure as appropriate), and the duration of study.
- 4b. What is the intended product (research paper, journal submittal, video, etc.) of the study, and how would you share the results of the study with the public of Solano County, other researchers, and decision-makers
- 4c. What research question(s) or practical need(s) related to the long-term preservation of the marsh will the study address, (including, climate change, the Delta Vision Statement, and others)
- 4d. Describe how your proposed study will benefit future marsh management decisions that will improve the sustainability of the marsh.
- 4e. Describe your organization's ability to complete the proposed project, including experience with similar projects, technical expertise, personnel, and ability to oversee the completion of your proposal. Identify methods, materials, personnel, and scientific/educational qualifications for the personnel that would conduct and collect data for the study.
- 4f. What methods will you use to monitor and measure the success of your proposed project? The method of monitoring must also include a time frame for your monitoring program.

The proposed *PROJECT* **fully** responds to the required criteria listed within this section, and demonstrates a study approach that is relevant to the long-term preservation of Suisun Marsh, and may benefit future marsh management decisions.....**50 points**

The proposed *PROJECT* **partially** responds to the required criteria listed within this section, and demonstrates a study approach that is relevant to the long-term preservation of Suisun Marsh**35 points**

The proposed *PROJECT* **minimally** responds to the required criteria listed within this section.....**25 points**

The proposed *PROJECT* **does not** respond to the required criteria listed within this section**0 points**

Resolution Instructions

A Resolution is required to ensure that the *APPLICANT* has reviewed the *GRANT APPLICATION* and *GRANT CONTRACT* and agrees to all language within both documents.

1. The authorized resolution should be submitted with the grant application, unless prevented by the meeting schedule of the *APPLICANT'S* governing board. In that case, the resolution shall be submitted prior to the execution of the grant contract, and a note shall be included in the *APPLICATION* describing when the resolution is anticipated to be submitted.
2. You may reformat the resolution as long as the text is unchanged. Additional language may be added to the resolution as long as it does not change the recommended language. Resolutions with content different than the recommended language will be sent to County counsel for review, which will cause a delay in processing the *APPLICATION*, and the resolution may have to be returned to the *APPLICANT* for changes.
3. The *AUTHORIZED REPRESENTATIVE* may be a position (or positions) or particular person (or persons). The advantage of having a position named as the *AUTHORIZED REPRESENTATIVE* is that a new resolution would not be required should the person holding the position change.
4. The person holding the position named as the *AUTHORIZED REPRESENTATIVE* in the Resolution may delegate that authority by sending a letter to the Department. A separate letter is required for each *CONTRACT*.

Authorizing Letter

For Applicants that do not have a governing body, or in lieu of an Authorizing Resolution, Applicant may submit an "AUTHORIZING LETTER." The *AUTHORIZING LETTER* must be signed by the Authorized Representative and certify the following:

1. Certifies that the Applicant is authorized to file an Application for the Solano County Suisun Marsh Specific Fund Grant Program; and
2. Certifies that the Applicant has or will have available, prior to commencement of any work on the Project included in this Application, the required match and sufficient funds to complete the Project; and
3. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s), and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Application Packet; and
5. Certifies that Applicant or its designated representative has authority to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for Project completion.
6. Certifies that Applicant agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

RESOLUTION FORM

Resolution No: _____

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, District Applicant) APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE SOLANO COUNTY SUISUN MARSH SPECIFIC FUND (SMSF) GRANT PROGRAM

WHEREAS, Solano County received \$480,000 in funds based on the April 2005 Kinder Morgan Settlement that were funds for “Supplemental environmental projects for fish, wildlife, and habitat enhancement in the Suisun Marsh,” as mitigation for a 2004 diesel fuel pipeline leak in Suisun Marsh; and

WHEREAS, on January 22, 2008, the Solano County Board of Supervisors approved the “Guidelines for the Kinder Morgan Settlement Funds – Suisun Marsh Specific Fund,” directing that \$100,000 of the Kinder Morgan Settlement fine funds be distributed as grants as part of the FY2008/09 Solano County Suisun Marsh Specific Fund Grant Program; and

WHEREAS, the Solano County Board of Supervisors is responsible for administering the SMSF Program, including setting up necessary procedures governing Project Applications; and

WHEREAS, the Solano County Park and Recreation Commission, acting in its dual role as the Solano County Fish and Wildlife Commission, sets application procedures, reviews SMSF applications and provides recommendations to the Board of Supervisors on which applicants should receive SMSF grant awards each year; and

WHEREAS, said procedures established by the Solano County Park and Recreation Commission require the applicant to certify by resolution the approval of Application(s) before execution of a grant contract with Solano County; and

WHEREAS, the Applicant will enter into a Contract with Solano County to complete the Project(s);

NOW, THEREFORE, BE IT RESOLVED that the (Applicant’s Governing Body) hereby:

7. Approves the filing of an Application for the Solano County Suisun Marsh Specific Fund Grant Program; and
8. Certifies that said Applicant has or will have available, prior to commencement of any work on the Project included in this Application, the required match and sufficient funds to complete the Project; and
9. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project(s), and
10. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Application Packet; and
11. Delegates the authority to (designated position) to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for Project completion.
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and Adopted the ____ day of _____, 20_____.

I, the undersigned, certify that the foregoing Resolution Number _____ was duly adopted by the (Grantee’s Governing Body) following a roll call vote:

Ayes:
Noes:
Absent:

(Clerk)

Cost Estimate Instructions

The purpose of requiring GRANTEES to provide a cost estimate is to:

1. Ensure that only **ELIGIBLE COSTS** are incurred by the **GRANTEE** for **GRANT** or **MATCH**.
2. Ensure that items purchased and work completed is consistent with the **GRANT SCOPE**.
(The cost estimate should include line items for each design element listed in the **GRANT SCOPE**.)
3. Ensure that no more than 25% of the **GRANT** and **MATCH** amounts combined is spent on non-construction costs (for **GRANTS** involving **ENHANCEMENT**, **RESTORATION**, or **DEVELOPMENT**).
4. Determine how **PROJECT** funds are going to be spent.
5. Determine how the various funding sources for the **PROJECT** interrelate.

The **GRANTEE** may only claim those costs directly related to the **GRANT**. Costs associated with the development of master plans are not **ELIGIBLE COSTS**, nor are costs for **CEQA** Analysis or permits. Indirect costs, such as overhead charges billed as a percentage of costs, are not eligible expenses. **GRANT** or **MATCH** funds may not be used to purchase food.

The Cost Estimate Form below is intended to assist you in developing a cost estimate for the **PROJECT**. You may reformat and change the content as needed to accommodate the **GRANT SCOPE**.

For **PROJECTS** that involve **ENHANCEMENT**, **RESTORATION**, OR **DEVELOPMENT**, non-construction costs cannot exceed **25%** of the total **GRANT REQUEST** and **MATCH** amount. Examples of non-construction costs include **PROJECT** planning (excluding **GRANT** writing), negotiations, and personnel costs. See **ELIGIBLE COSTS** Charts below.

COST ESTIMATE FORM

Planning or Pre-Construction Costs			
Description of Work	SMSF Grant	Other Non-SMSF funding sources (Required Match*)	Total
	\$		
	\$		
Subtotal:	\$	\$	\$

Construction Costs			
Description of Work	SMSF Grant(s)	Other Non-SMSF funding sources (Required Match*)	Total
	\$		
	\$		
	\$		
	\$		
	\$		
SUBTOTAL:	\$		\$
			TOTAL PROJECT COST
TOTAL:	\$		\$

*Applicant's Match Sources (by name)	
	\$
	\$
TOTAL FUNDING SOURCES:	\$

Notes:

This form is intended as an estimate. Changes to these figures may occur during the course of construction.

SMSF GRANTS may be combined with other eligible *GRANTS* to fund a *PROJECT*. To meet the *SMSF GRANT MATCH* requirements, other eligible grant(s) must have adequate costs to be incurred that are the same as the *SMSF GRANT SCOPE*. If the other grant scope is broader and the funding exceeds the *SMSF GRANT*, the other grant must have enough *ELIGIBLE COSTS* under the *SMSF GRANT SCOPE* to meet the *SMSF MATCH* requirement.

* *MATCH* must be committed at the time of application.

Eligible Costs Charts

Notes About ELIGIBLE COSTS

Only costs incurred by the *GRANTEE* within the *CONTRACT PERFORMANCE PERIOD* will be considered eligible for reimbursement with *SMSF* funds or as *MATCH*.

Rule regarding *ELIGIBLE COSTS*: The *GRANTEE* may only claim those costs directly related to the *GRANT*. Indirect Costs or charges made as a percentage of costs are not eligible expenses.

ELIGIBLE COSTS Chart – ENHANCEMENT, RESTORATION OR DEVELOPMENT PROJECTS

PRE-CONSTRUCTION COSTS (Maximum 25% of <i>GRANT</i> and <i>MATCH</i> amounts combined)	EXAMPLES
<ul style="list-style-type: none"> Premiums on hazard and liability insurance to cover personnel or property <u>Services of the <i>GRANTEE</i>'s employees not directly engaged in <i>PROJECT</i> execution (see rules for personnel and employee services)</u> <u>Design costs</u> 	<ul style="list-style-type: none"> Plans and specifications
CONSTRUCTION COSTS	EXAMPLES
PERSONNEL OR EMPLOYEE SERVICES <ul style="list-style-type: none"> Services of the <i>GRANTEE</i>'s employees directly engaged in <i>PROJECT</i> execution. (See rules for personnel and employee services). 	<ul style="list-style-type: none"> Payroll services for employees directly engaged in <i>PROJECT</i> execution Wages and benefits Work performed by another department or section of the <i>GRANTEE</i>'s agency
CONSTRUCTION <ul style="list-style-type: none"> The cost of all necessary construction activities, from site preparation to the <i>ENHANCEMENT</i> or <i>RESTORATION</i> of a <i>HABITAT</i>, or completion of a structure or facility. 	<ul style="list-style-type: none"> <i>PROJECT ENHANCEMENT, RESTORATION, or DEVELOPMENT</i> Inspection Construction management
CONSTRUCTION EQUIPMENT <ul style="list-style-type: none"> Equipment may be leased, rented, or purchased, whichever is the most economical. Equipment owned by the <i>GRANTEE</i> may be charged to the <i>PROJECT</i> for each use. Rental rates published by the California Department of Transportation may be used as a guide. Equipment use charges must be made in accordance with the <i>GRANTEE</i>'s normal accounting practices. 	<ul style="list-style-type: none"> Rental Equipment Leased Equipment Purchased Equipment
CONSTRUCTION SUPPLIES AND MATERIALS <ul style="list-style-type: none"> May be purchased for a specific <i>PROJECT</i>, or may be drawn from central stock, if claimed costs are no higher than those the <i>GRANTEE</i> would pay if purchased elsewhere. 	<ul style="list-style-type: none"> Concrete Lumber Aggregate Landscape materials

The *GRANTEE* may only claim those costs directly related to the *PROJECT*.

FIXED EQUIPMENT

- Equipment permanently fixed to the *PROJECT* facility.

- Display boards
- Signs/interpretive Aids

NON-CAPITAL AND MISCELLANEOUS COSTS

- Costs necessary and directly related to/for the execution of the *PROJECT*.

- Communications
- Transportation costs for moving equipment or personnel

ELIGIBLE COSTS Chart – PROGRAM PROJECTS

COSTS	EXAMPLES
<p>OPERATIONS AND <i>PROGRAM</i> COSTS</p> <ul style="list-style-type: none">• Documentable costs associated with planning and operating the <i>PROGRAM</i>.	<ul style="list-style-type: none">• <i>PROGRAM</i> planning• Organized activities• Equipment and supplies*• Transportation
<p>NON-FIXED EQUIPMENT</p> <ul style="list-style-type: none">• The purchase of non-fixed equipment is eligible only for <i>PROGRAMS</i> which interpret the County's park and <i>WILDLIFE</i> resources or which bring urban residents into park and <i>WILDLIFE AREAS</i>.	<ul style="list-style-type: none">• Vans or other means of transportation

*GRANT or MATCH funds may not be used to purchase food.

Rules for Personnel and Employee Services

- Costs must be computed according to *GRANTEE'S* prevailing wage or salary scales, and may include fringe benefit costs.
- 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*.
- *INDIRECT COSTS* are not eligible.

Salaries and wages claimed for employees working on GRANT-funded PROJECTS must not exceed the GRANTEE'S established rates for similar positions.

California Environmental Quality Act (CEQA) Instructions

All *PROJECTS* must comply with *CEQA* prior to execution of contract. The *APPLICANT* should check with its local city or county planning agency for more information about how to complete *CEQA*.

An Applicant may demonstrate compliance with *CEQA* by providing a signed original of the *CEQA* Certification Form (see next page) and either:

- a copy of the Notice of Exemption,
- a copy of the Notice of Determination or
- other documentation of *CEQA PROJECT* approval by the Lead Agency as appropriate.

PROGRAM PROJECTS normally include educational activities which do not constitute a *PROJECT* under *CEQA* so no *CEQA* compliance is required; however, a note or form that indicates *CEQA* is not applicable must be provided. Should the *APPLICANT'S PROJECT* include activities which might include construction or other activities which constitute a *PROJECT* under *CEQA*, the *CEQA* process above must be followed.

California Environmental Quality Act (CEQA)

CEQA COMPLIANCE CERTIFICATION FORM

Grantee: _____ Project Name: _____

Project Address: _____

Please check one:

- 1. CEQA Analysis for this project is not complete, but CEQA analysis and certification form will be completed prior to execution of contract. (If #1 is checked, do not fill out form below.)
2. CEQA analysis for this project has been completed for this Project. Date Completed: _____ (Please fill out form below.)

If #2 is checked, what document(s) were filed for this Project's CEQA compliance: (check all that apply)

- Initial Study, Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report, Other: _____

Note: If a Master Environmental Impact Report was used to comply with CEQA, you are certifying that the Project is covered in adequate detail to allow the Project's construction.

Please attach the Notice of Exemption or the Notice of Determination as appropriate. If these forms were not completed, please attach a letter from the lead agency explaining why.

Lead Agency Contact Information:

Lead Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (_____) _____ Email: _____

Certification:

I hereby certify that the lead agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the Project identified above and that the Project is described in adequate and sufficient detail to allow the Project's construction or acquisition.

I represent and warrant that I have full authority to execute this CEQA Compliance Certification on behalf of the lead agency. I declare under penalty of perjury that the foregoing certification of CEQA Compliance for the above named project is true and correct.

Authorized Representative (Signature) Date Lead Agency Representative (Signature) Date
Authorized Representative (Printed or Typed name and title) Lead Agency's Representative (Printed or Typed name and title)

For official use only below this line

Project Officer Initials and Date: _____ Supervisor Initials and Date: _____

Comments:

III. CONTRACT PROCESS

Contract Provisions Overview

The following list is provided to highlight particular *CONTRACT* provisions, and is not intended as a substitute for the *CONTRACT* itself:

Legal Requirements

The *GRANTEE* shall comply with all applicable current State and federal laws and regulations, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, laws and codes pertaining to individuals with disabilities.

Site Inspection

The *GRANTEE* shall permit site inspections by the GRANTOR or their designee, including a final inspection of the *PROJECT* facilities or other deliverables developed using *GRANT* funds, to determine if the work performed is in accordance with the approved *GRANT SCOPE*. The *GRANTEE* shall make any *PROGRAM* or plans developed or administered with County funds available for observation.

CONTRACT Withdrawals

The *GRANTEE* may unilaterally rescind the *CONTRACT* at any time prior to the commencement of a *PROJECT*. After *PROJECT* commencement, the *CONTRACT* may be rescinded, modified or amended only by mutual agreement in writing between the *GRANTEE* and the County.

Scope Change

Requests for changes to the scope of a *GRANT* must be submitted in writing. See page 48 for additional information on requesting a change in *GRANT SCOPE*.

Loss of Funding

The following actions may result in a *GRANTEE*'S loss of funding:

- A *GRANTEE* fails to obtain a *CONTRACT*.
- A *GRANTEE* withdraws from the *CONTRACT*.
- A *GRANTEE* fails to complete the *PROJECT(S)* described in the *GRANT SCOPE*, and/or fails to submit an approved *GRANT COMPLETION PACKET* within the *CONTRACT PERFORMANCE PERIOD*.
- A *GRANTEE* fails to comply with CEQA.

Funds Reverting

Any *GRANT* funds that are not contractually committed or expended on *ELIGIBLE COSTS* within the time frame specified in the *CONTRACT* shall revert to the *FUND*.

COUNTY OF SOLANO
DEPARTMENT OF GENERAL SERVICES



GRANT CONTRACT
SUISUN MARSH SPECIFIC FUND PROGRAM

GRANTEE:

CONTRACT PERFORMANCE PERIOD is from date of execution through _____.

PROJECT TITLE: _____

PROJECT NUMBER _____

The Grantee agrees to the terms and conditions of this Contract, and the County of Solano, agrees to fund the total grant amount indicated below.

SCOPE : _____

Total County grant amount not to exceed \$ _____ OR 75% of the eligible project costs whichever is less.

The General and Special Provisions are attached to and incorporated into the Contract.

Organization

County of Solano

Name of Authorized Representative
Title Authorized Representative

John M. Vasquez
Chair, Board of Supervisors

Date: _____

Date: _____

Contract for Grants Funded by SMSF Program

GENERAL PROVISIONS

A. Definitions

1. The term "application" as used in this Contract means the individual project application and its required attachments for grants pursuant to the Suisun Marsh Specific Fund..
2. The term "County" means the Solano County, its employees and representatives responsible for administering the SMSF grant program, including members of the Park and Recreation Commission and the SMSF evaluation committee.
3. The term "development" includes, but is not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.
4. The term "enhancement" means to increase the habitat value of the land to benefit the target species.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this contract.
6. The term "program" means an event, or series of events to be accomplished with GRANT funds and that meets the requirements of eligible categories of projects, including but not limited to, a program that provides wildlife assistance, monitoring, conservation or protection, or that effects a reduction in habitat impacts or threats.
7. The term "restoration" means the act of bringing either land or a species back into a former, non-impaired condition.
8. Other terms not expressly defined here are defined at the SMSF Procedural Guide, P.6, incorporated herein by this reference ("Procedural Guide").

B. Project Execution

1. Subject to the availability of grant monies in the appropriation, the County grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, or 75% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described on page 1, and under the terms and conditions set forth in this contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the grant scope.
2. The Grantee shall complete the grant scope in accordance with the time of contract performance period set forth on page 1.
3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
4. The Grantee shall comply with all applicable current laws and regulations affecting development, restoration, enhancement, and program projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.
5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original grant scope in writing to the County for prior approval. Changes in the grant scope must be approved in writing by the County. Such writing shall be consistent with the Procedural Guide (Section V).
6. If the grant scope includes acquisition of real property, the Grantee agrees to comply with all applicable County and local laws or ordinances affecting relocation and real property acquisition.

C. Project Costs

The grant monies to be provided to the Grantee under this contract may be disbursed as follows:

1. If the project includes development, enhancement or restoration, the County may disburse grant monies to the Grantee as follows, but not to exceed in any event the total County grant amount set forth on page 1 of this contract:
 - a. Up to a 10% advance of the grant application amount, as stated in the approved application.
 - b. On proof of award of a construction contract or commencement of construction by force account labor payment schedule, up to 50% advance of the grant application amount.
 - c. Following the advance of up to 50% of the grant application amount, up to an additional 30% reimbursement, not to exceed 80% of the grant application amount.
 - d. The remaining grant application amount shall be paid up to the County grant amount or 75% of the actual total project cost, whichever is less, on completion of the grant scope and receipt of a grant completion packet from the Grantee, including a detailed summary of project costs. Such grant completion packet is described in the Procedural Guide (Section IV).
2. If the project includes program or study costs, the County may disburse grant monies to the Grantee as follows, but not to exceed in any event the total County grant amount set forth of page 1 of this contract:
 - a. Up to 10% advance of the grant application amount.
 - b. On proof of a signed contract or agreement, or commencement of operation or program or study by force account labor payment schedule, up to 50% advance of the grant application amount.
 - c. Following the advance of up to 50% of the grant application amount, up to an additional 30% reimbursement, not to exceed 80% of the grant application amount.
 - d. The remaining grant application amount shall be paid up to the County grant amount or 75% of the actual total project cost, whichever is less, on completion of the grant scope and receipt of a grant completion packet from the Grantee including a detailed summary of program costs. Such grant completion packet is described in the Procedural Guide (Section IV).

All payments shall be sought and approved pursuant to the Procedural Guide.

D. Budget Contingency Clause

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

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account, prior to the advance. Interest earned on grant monies shall be used on the project as approved by the County. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the County within 60 days of completion of the grant scope or end of the contract performance period, whichever is earlier.
2. The Grantee shall promptly submit written project status reports as the County may request in accordance with the Procedural Guide (Sect. IV). In any event, the Grantee shall provide the County a report showing total final project expenditures.
3. The Grantee shall make property or facilities developed pursuant to this contract available for inspection upon request by the County.
4. The Grantee shall make any program developed or administered pursuant to this contract available for observation upon request by the County.

F. Project Termination

1. Any grant funds that have not been expended by the Grantee shall revert to the Fund.
2. The Grantee may unilaterally rescind this contract at any time prior to the commencement of the project. After project commencement this contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the County.
3. Failure by the Grantee to comply with the terms of this contract may be cause for suspension of all of the County's obligations under this Agreement. However, Grantee's such failure shall not be cause for the suspension of all obligations of the County hereunder if in the judgment of the County such failure was due to no fault of the Grantee.
4. Should Grantee, through fault of its own, fail to comply with this contract, the County shall be entitled to recovery of any grant monies paid to grantee, less any benefit received by the County.
5. The Grantee and the County agree that if the grant scope includes development, enhancement, restoration or a program, final payment will not be made until the project conforms substantially to this contract.

G. Hold Harmless

1. The Grantee shall indemnify, hold harmless and defend the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the development, construction, operation or maintenance of the property described as the project except for liability arising out of the sole negligence of the County, its officers, agents, or employees.
2. The Grantee agrees that in the event the County is named as codefendant under the provisions of California Government Code Section 895 et. seq., the Grantee shall notify the County of such fact and shall represent the County in the legal action unless the County undertakes to represent itself as codefendant in such legal action in which event the County shall bear its own litigation costs, expenses, and attorney's fees.
3. The Grantee and the County agree that in the event of judgment entered against the County and the Grantee because of the concurrent negligence of the County and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
4. The Grantee shall indemnify, hold harmless and defend the County, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the County for auditing at reasonable times consistent with the Procedural Guide (Sect. VI). The Grantee also agrees to retain such financial accounts, documents and records for three years following project termination or final payment.
2. The Grantee shall keep such records as the County shall prescribe, including records which fully disclose (a) the disposition of the proceeds of County funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.
3. The Grantee shall use a generally accepted accounting system.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, disability or other protected class in the use of any property or facility developed pursuant to this contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

J. Application Incorporation

1. The application and any subsequent change or addition approved by the County is incorporated in this contract as though set forth in full in this contract.

K. Severability

1. If any provision of this contract or the application is held invalid, that invalidity shall not affect other provisions or applications of the contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

IV. GRANT PAYMENTS

Grant Fund Availability Overview

- The *GRANTEE* must have a fully executed *CONTRACT* with the County prior to the performance of any work on a Project.
- *GRANT* funds are available for expenditure during the *CONTRACT PERFORMANCE PERIOD* specified in the *CONTRACT*. Only expenses incurred within the *CONTRACT PERFORMANCE PERIOD* are eligible for reimbursement.
- Only *PROJECT*-related costs consistent with the authorizing legislation and *GRANT SCOPE* are eligible.
- The *GRANTEE* may request *ADVANCE* payments adding up to 50% of the *GRANT* amount for *DEVELOPMENT, ENHANCEMENT, OR RESTORATION* prior to the completion of the *GRANT SCOPE*.
- Commencing approximately six months after *CONTRACT* approval, and continuing every six months during the course of the *GRANT* until a *GRANT COMPLETION PACKET* is received, the *GRANTEE* will be sent a *PROGRESS STATUS REPORT* (see page 36) The *GRANTEE* must complete, sign and return these *PROGRESS STATUS REPORTS* within 30 days of receipt. Payment requests for *GRANT* funds will not be processed if there are overdue *PROGRESS STATUS REPORTS*.
- The *GRANTEE* must complete all funded *GRANT SCOPES* and submit final payment request within the *CONTRACT PERFORMANCE PERIOD*. (See page 6).

Advance Payments

The *GRANTEE* may request *ADVANCES* as part of the process for completing the project. However, the County will take all project circumstances into consideration prior to approving an *ADVANCE*. There is no guarantee that the County will automatically approve an *ADVANCE*.

Rule Regarding *ADVANCES*

- For *DEVELOPMENT* costs the sum of the *PRELIMINARY ADVANCES* and all other *ADVANCES* may not exceed 50% of the *GRANT APPLICATION* amount.

See also: Definitions: *ADVANCES*, *PRELIMINARY ADVANCES*.

ADVANCE Payments for *ENHANCEMENT / RESTORATION* Costs

Payment Type	When to Submit	Supporting Documentation to Send to <i>COUNTY</i>
<i>PRELIMINARY ADVANCE</i> (up to 10%)	After the <i>GRANT CONTRACT</i> has been fully executed	<ul style="list-style-type: none"> Description of Work Payment Request Form
<i>ADVANCE(S)</i> (up to 50%)	After the <i>GRANT CONTRACT</i> has been fully executed	<ul style="list-style-type: none"> Payment Request Form Evidence of signed construction contract and a Notice to Proceed Payment Schedule Evidence that <i>PROJECT</i> is ready to proceed utilizing <i>FORCE ACCOUNT LABOR</i>

- After the *GRANT CONTRACT* has been fully executed, the *GRANTEE* may request a *PRELIMINARY ADVANCE* to be spent on preliminary planning costs, such as plans and design costs.
- After the *CONTRACT* is fully executed, the *GRANTEE* may request an *ADVANCE* up to 50% of the amount of the construction contract award. In order to request *ADVANCE* payments, the *GRANTEE* shall submit a copy of the awarded construction contract, and a Notice to Proceed issued to the contractor, if applicable. The *GRANTEE* is also required to submit a payment schedule or provide evidence that the *PROJECT* is ready to proceed using *FORCE ACCOUNT LABOR*. The payment schedule shall estimate when the requested *ADVANCE* payment will be spent, and describe the *GRANT SCOPE* items that will be funded by the requested *ADVANCE*. The County may not approve the total amount of the requested *ADVANCE* payment if the requested funds are not estimated to be spent within 6 months from the date that the payment request and attached payment schedule is submitted by the *GRANTEE*.
- If Grant monies are *ADVANCED* directly to the *GRANTEE*, the *GRANTEE* shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the *ADVANCE*. Interest earned on *GRANT* monies shall be used on the *PROJECT(S)* or returned to the County. (See Item 6 below).
- Prior to requesting additional *ADVANCE* payments, or within six (6) months of receiving the *ADVANCE*, whichever is sooner, the *GRANTEE* must provide a *GRANT* Expenditure Form documenting how the previously *ADVANCED* funds were spent. This requirement may be waived when contractor(s) will be working on different parts of the *PROJECT* during the same period.
- The *GRANTEE* may submit multiple *ADVANCE* payment requests as necessary for up to 50% of the *GRANT APPLICATION* amount, but is encouraged to group costs together to avoid frequent requests.
- All interest income earned by *GRANTEE* on *ADVANCED* funds during the *PROJECT* period shall be retained by the *GRANTEE*, and shall be:
 - Added to funds committed to the *GRANT*, and be used towards eligible *GRANT SCOPE* objectives, or
 - Deducted from the total *GRANT APPLICATION* amount for determining the net costs which the *GRANT* share of costs will be based.
 - If costs incurred on the *PROJECT* are less than the interest earned, the remaining interest and all *GRANT* funds shall be returned to the County.

ADVANCE Payments for PROGRAM or Study GRANTS

Payment Type	When to Submit	Supporting Documentation to Send to COUNTY
ADVANCE(S) (up to 50%) of GRANT	After the GRANT CONTRACT has been fully executed, and necessary preliminary work has been done.	<ul style="list-style-type: none"> ● Payment Request Form ● Payment Schedule ● Evidence that PROJECT is ready to proceed

1. After the GRANT CONTRACT has been fully executed, the GRANTEE may request up to 50% of the CONTRACT award. The GRANTEE is also required to submit a payment schedule. The payment schedule shall estimate when the requested ADVANCE payment will be spent, and describe the GRANT SCOPE items that will be funded by the requested ADVANCE. The County may not approve the total amount of the requested ADVANCE payment if the requested funds are not estimated to be spent within six months from the date that the payment request and attached payment schedule is submitted by the GRANTEE.
2. If Grant monies are ADVANCED directly to the GRANTEE, the GRANTEE shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the ADVANCE. Interest earned on GRANT monies shall be used on the PROJECT(S) or returned to the County. (See item 5 below).
3. Prior to requesting additional ADVANCE payments, the GRANTEE must provide a GRANT Expenditure Form documenting how the previously ADVANCED funds were spent. This requirement may be waived in certain circumstances. To request a waiver, the GRANTEE shall submit a letter to the COUNTY that explains why the waiver is needed.
4. The GRANTEE may submit multiple payment request forms as necessary, but is encouraged to group costs together to avoid frequent requests.
5. All interest income earned by GRANTEE on ADVANCED funds during the PROJECT period shall be retained by the GRANTEE, and shall be:
 - a. Added to funds committed to the GRANT, and be used towards eligible GRANT SCOPE objectives, or
 - b. Deducted from the total GRANT Amount for determining the net costs which the Grant share of costs will be based.
 - c. If costs incurred on the PROJECT are less than the interest earned, the remaining interest and all GRANT funds shall be returned to the County.

Reimbursement Payments

Reimbursement Payments for enhancement, restoration, or Development Costs

Payment Type	When to Submit	Supporting Documentation to Send to COUNTY
Reimbursement of up to 80% of <i>GRANT</i> amount	After the <i>APPLICATION</i> is complete and the <i>GRANTEE</i> has spent funds to implement the <i>PROJECT</i>	<ul style="list-style-type: none"> ● Description of Work ● Payment Request Form ● <i>GRANT</i> Expenditure Form ● Labor Costs Summary Form (if applicable) ● Equipment Costs Summary Form (if applicable) ● <i>PROJECT</i> photographs

1. The *GRANTEE* may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests.
2. The *GRANTEE* may be reimbursed for up to 80% of the total *GRANT* Amount prior to the completion of the *GRANT SCOPE*. A *GRANT* Expenditure Form must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

Reimbursement Payments for Program or Study Grants

Payment Type	When to Submit	Supporting Documentation to Send to COUNTY
Reimbursement up to 80% of <i>GRANT</i> amount	After the <i>APPLICATION</i> is complete and the <i>GRANTEE</i> has spent funds to implement the <i>PROJECT</i>	<ul style="list-style-type: none"> ● Description of Work ● Payment Request Form ● <i>GRANT</i> Expenditure Form ● <i>FORCE ACCOUNT LABOR</i> Costs Summary Form (if applicable) ● Equipment Costs Summary Form (if applicable) ● Evidence of work accomplished.

1. The *GRANTEE* may submit multiple payment requests as necessary, but is encouraged to group costs together to avoid frequent requests.
2. The *GRANTEE* may be reimbursed for up to 80% of the total *GRANT* amount prior to the completion of the *GRANT SCOPE*. A *GRANT* Expenditure Form must be included with the Payment Request Form in order to document the costs that will be reimbursed by the requested payment.

Final Payments

Final Payments for *ENHANCEMENT, RESTORATION, or DEVELOPMENT* Costs

Payment Type	When to Submit It	Supporting Documentation to Send to COUNTY
Final	After the <i>GRANTEE</i> has completed the <i>GRANT SCOPE</i>	<ul style="list-style-type: none"> • <i>GRANT COMPLETION PACKET</i>

1. The County will reimburse the final 20% of the *GRANT* Amount upon completion of the *GRANT SCOPE*. Upon completion of the *GRANT SCOPE*, the *GRANTEE* submits the *GRANT COMPLETION PACKET*.
 - The *GRANTEE* will certify under penalty of perjury that the *GRANT SCOPE* has been completed by submitting the *GRANT COMPLETION PACKET*.
2. The County will schedule a final site inspection after receiving the *GRANT COMPLETION PACKET*.
3. The County will process the final payment request after recording the site inspection. Please allow approximately six weeks for the payment to be received by the *GRANTEE*. All payments must be processed by the end of the *CONTRACT PERFORMANCE PERIOD* as specified in the *CONTRACT*.

Final Payments for *PROGRAM or Study Grants*

Payment Type	When to Submit It	Supporting Documentation to Send to COUNTY
Final	After the <i>GRANTEE</i> has completed the <i>GRANT SCOPE</i>	<ul style="list-style-type: none"> • <i>GRANT COMPLETION PACKET</i> • Documentation of work completed with <i>GRANT</i> funds • Evidence of work accomplished

1. After completing the *GRANT SCOPE*, the Grantee submits the *GRANT COMPLETION PACKET* and supporting documents for the final payment. These documents must provide verification of work completed on the *PROJECT*.
 - a. The *GRANTEE* will certify under penalty of perjury that the *GRANT SCOPE* has been completed by submitting the *GRANT COMPLETION PACKET*.
2. The County may request additional verification or evidence prior to approving the final payment.
3. Please allow approximately six weeks for payment following the final verification, if applicable, or upon the County's reception of the *GRANT COMPLETION PACKET*. The final *GRANT* payment must be processed by the end of the *CONTRACT PERFORMANCE PERIOD* as specified in the *CONTRACT*.

PAYMENT REQUEST FORM

COUNTY OF SOLANO
GENERAL SERVICES DEPARTMENT

PAYMENT REQUEST SUISUN MARSH SPECIFIC FUND PROGRAM

See instructions on reverse.

1. PROJECT NUMBER

2. APPLICANT

3. PROJECT TITLE

4. TYPE OF PAYMENT

Advance Reimbursement Final

5. PAYMENT INFORMATION
(Round all figures to the nearest dollar)

a. Grant Application Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (<i>a. minus b.</i>)	\$ _____
d. Amount Of This Request	\$ <input style="width: 100px; height: 15px;" type="text"/>
e. Remaining Funds After This Payment (<i>c. minus d.</i>)	\$ _____

6. SEND WARRANT TO:

AGENCY NAME

STREET ADDRESS

CITY/STATE/ZIP CODE

ATTENTION

7. I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above payment request are true.

SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION

TITLE

DATE



FOR DEPARTMENT OF GENERAL SERVICES USE ONLY

PAYMENT APPROVAL SIGNATURE

DATE



Payment Request Form Instructions

- Type or print legibly all entries
- Round off all amounts to the nearest dollar
- See page 25 for Eligible Costs examples

The following instructions correspond to items on the Payment Request Form:

1. Project Number - The number assigned by the County to this project
2. Grantee - GRANTEE name as shown on the project contract
3. Project Name - Name of the Project for which payment is requested
4. Type Of Payment - Check appropriate box, and submit this form:

Advance – Payment made to the Grantee prior to the Grantee incurring costs for the Grant activities for which the payment is made (See Advance payment section on page 37).

Reimbursement – When the Grantee has periodically spent funds to implement the Project, and is requesting reimbursement.

Submit Grant Expenditure Form (See page 45); and, if applicable, Equipment Costs Summary Form (See page 47) and/or Force Account Labor Costs Summary Form (See page 46).

Final – When the Grantee has completed the Project, and is requesting the final payment. Submit the Grant Completion Packet (See page 43).

4. Payment Information
 - a) Grant Application Amount - The amount of grant funds allocated to this project
 - b) Funds Received to Date - Total amount already received for this project
 - c) Available - (a. minus b.)
 - d) Amount of This Payment Request - Amount that is requested
 - e) Remaining Funds after This Payment - (c. minus d.)
5. Send Warrant To - Grantee name, address and contact person
6. Signature of person authorized in Resolution

Grant Completion Packet

The Grantee must submit the following forms after the *Grant Scope* is complete and the final payment is requested.

- Payment Request Form (page 41).
 - Project Certification Form (page 44)
 - Grant Expenditure Form (page 45).
 - Force Account Labor Costs Summary Form (if applicable. See page 46).
 - Equipment Rental Costs Summary Form (if applicable. See page 47).
1. The forms have been designed for convenience. The Grantee may elect to use another format, provided that all requested information in the forms are presented in a clear and concise manner.
 2. The Grantee is required to keep source documents for all expenditures related to each Grant for at least three years following Grant Scope completion and at least one year following an audit. A Grant Scope is considered complete upon receipt of final Grant payment from the County.

PROJECT CERTIFICATION FORM

Grantee: _____ Project Number: _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

Project description – list facilities developed or program or study completed (use additional pages, as required):

List other funds used on Project (sources and amounts) (use additional pages, as required):

Interest earned on advance Grant funds: \$ _____

Has a notice of completion been filed with all contractors? Yes _____ No _____

If no, please explain:

Certification:

I certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code § 118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment.

Furthermore, I have read California Penal Code § 72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any County board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in County prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Certification of Project completion on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project completion for the above-mentioned Grant is true and correct.

Grantee's Authorized Representative
(Printed or Typed name)

Title

Grantee's Authorized Representative (Signature)

Date

FORCE ACCOUNT LABOR COSTS SUMMARY FORM

Project Number _____

WORK AUTHORIZATION #	UNIT PERFORMING WORK	DATES/PAY PERIOD	GRANT SCOPE ITEM	AMOUNT

Subtotal \$ _____

(Carry Total forward to Grant Expenditure Form)

Grand Total \$ _____

EQUIPMENT RENTAL COSTS SUMMARY FORM

Project Number _____

TYPE OF EQUIPMENT	DATES WORK PERFORMED	AMOUNT

Subtotal \$ _____

(Carry Total forward to Grant Expenditure Form)

Grand Total \$ _____

V. PROPOSED PROJECT CHANGES

Changes to Grant Scope

All proposals for changes to the *GRANT SCOPE* must be submitted in writing, be signed by the *AUTHORIZED REPRESENTATIVE*, and include a revised cost estimate, a revised *APPLICATION*, documentation that the *PROJECT* complies with *CEQA*, and evidence that the *GRANT SCOPE* is consistent with the law that established the *GRANT*.

Changes to the *GRANT SCOPE* must be eligible under the enabling legislation and *CONTRACT* Scope, and approved by the County prior to *PROJECT* continuation.

The County requires a letter explaining the need for the change and how the change will be consistent with the general intent of the *COMPETITIVE APPLICATION*. Reductions in *GRANT SCOPE* will only be considered where there are circumstances beyond the *GRANTEE'S* control which would otherwise result in the *PROJECT* not being completed as originally proposed. The revised *GRANT SCOPE* must meet the need cited in the original *APPLICATION* and shall be in compliance with the intent of the *SMSF*. Expansions in *GRANT SCOPE* will be considered if the funds will be used in the *PROJECT* location and further the goals of the original *PROJECT*.

Depending on the extent and nature of the changes, additional *CEQA* may also be necessary.

VI. ACCOUNTING AND AUDIT REQUIREMENTS

Accounting Requirements

GRANTEES shall use generally accepted accounting practices that do the following:

- Accurately reflect fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the *PROJECT*.
- Provide accounting data that clearly delineates costs incurred on the *PROJECT*.

County Audit

PROJECTS are subject to audit by the County for three years following the final payment of *GRANT* funds (See page 50, Audit Checklist). The audit shall include all books, papers, accounts, time sheets, documents, or other records of the *GRANTEE* as they relate to the *PROJECT(S)* for which the funds were granted. The *GRANTEE* shall provide the following:

- *PROJECT* records, including the source documents and cancelled warrants, readily available to the County.
- An employee having knowledge of the *PROJECT* to assist the County's auditor.
- A copy of any document, paper, record, or the like requested by the County.
- All *PROJECT* records must be retained for at least three years following the final payment of *GRANT* funds or one year following an audit whichever is later.

Audit Checklist

An audit of the Project may be performed before the Grant project can be closed. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the Grantee to have these records available in a central location ready for review once an audit date and time has been confirmed.

CONTRACTS

- _____ Summary list of bidders (including individual bid packages)
- _____ Recommendation by reviewer of bids
- _____ Awarding by governing body (minutes of the meeting/resolution)
- _____ Construction contract agreement
- _____ Contract bonds (bid, performance, payment)
- _____ Contract change orders
- _____ Contractor's progress billings
- _____ Payments to contractor (cancelled checks/warrants**)
- _____ Stop Notices (filed by sub-contractors and release if applicable)
- _____ Liquidated damages (claimed against the contractor)
- _____ Notice of completion (recorded)

FORCE ACCOUNT LABOR*

- _____ Authorization/work order identifying project
- _____ Daily time sheets signed by employee and supervisor
- _____ Hourly rate (salary schedules/payroll register)
- _____ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- _____ Authorization/work order
- _____ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- _____ Purchase orders/Contracts/Service Agreements
- _____ Invoices
- _____ Payments (actual cancelled checks/warrants**)

INTEREST

- _____ Schedule of interest earned on County funds advanced

Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

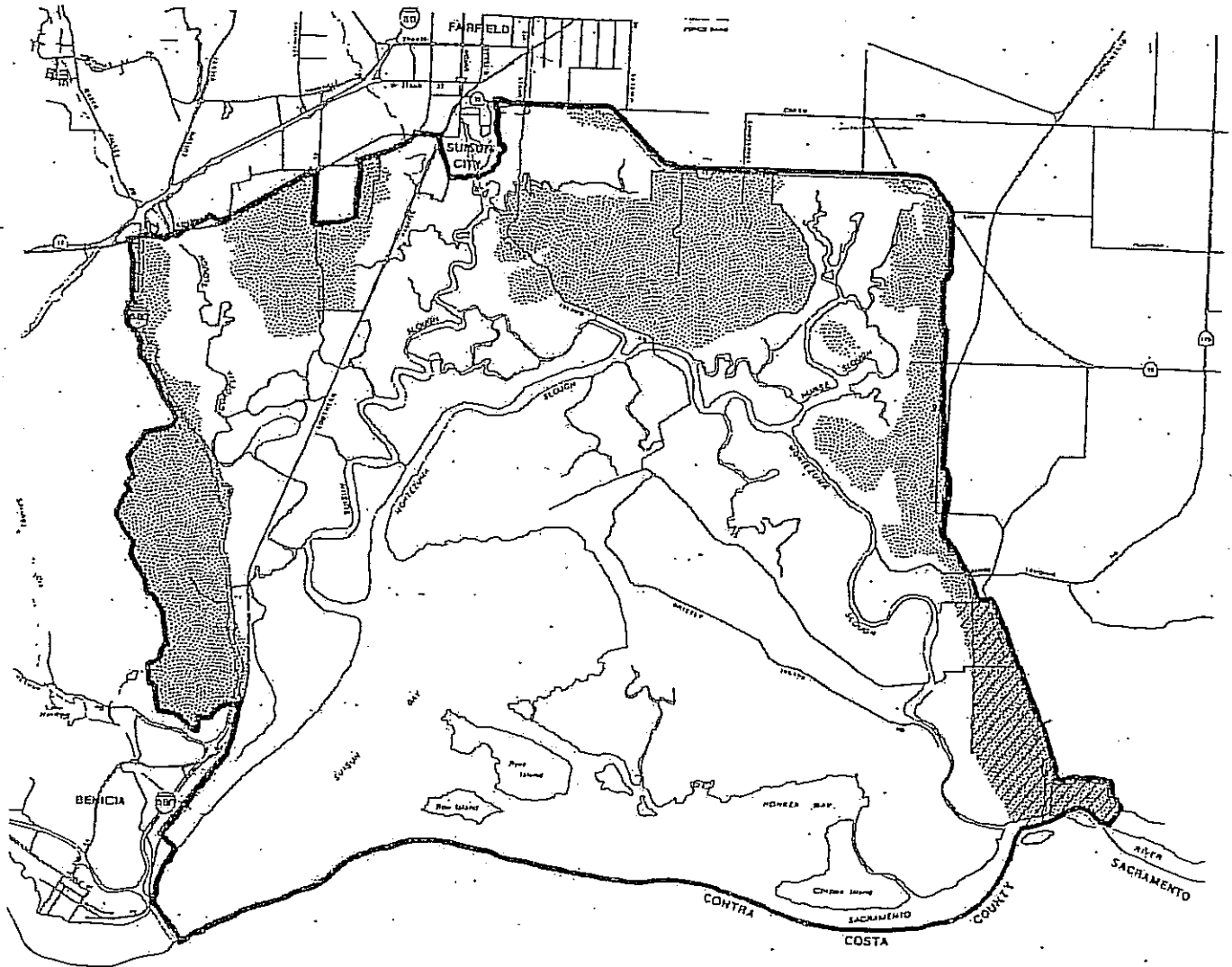
- _____ Leases, agreements, etc., pertaining to developed/acquired proper





* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

VII. APPENDICES

Appendix A - Map of Suisun Marsh Management Area



-  SUISUN MARSH MANAGEMENT AREA
-  PRIMARY MANAGEMENT AREA
-  SECONDARY MANAGEMENT AREA
-  WATER DEPENDENT INDUSTRIAL RESERVE