



Enhancement Program Proposal Guidelines



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1. Introduction

The Stewardship Council is a private non-profit foundation formed in 2004 as part of a Pacific Gas and Electric (PG&E) settlement agreement with the California Public Utilities Commission (CPUC)—Final Order and Settlement Agreement, and the Stipulation Resolving Issues Regarding the Land Conservation Commitment (Stipulation). The Stewardship Council is responsible for developing and implementing a land conservation plan for the permanent protection of 140,000 acres of PG&E’s watershed lands (Watershed Lands) located within the Sierra and Cascade mountain ranges. The overarching goal of the plan is to preserve and enhance the Watershed Lands for the following six beneficial public values (BPVs):

- Protection of the Natural Habitat of Fish, Wildlife, and Plants
- Preservation of Open Space
- Outdoor Recreation by the General Public
- Sustainable Forestry
- Agricultural Uses
- Historic Values

As part of this land conservation effort, the Stewardship Council is funding projects that will enhance the BPVs on the Watershed Lands. This document provides potential Applicants with information on the application process, including the types of organizations and enhancement projects that are eligible for funding from the Stewardship Council, as well as instructions on preparing and submitting a proposal for enhancement project grant funding. Interested Applicants are strongly encouraged to contact the Stewardship Council at (916) 277-0700 prior to submitting a proposal.

2. Key Requirements of Enhancement Program

This section describes the key requirements of the enhancement program, including the eligibility requirements for organizations interested in submitting a proposal, the types of projects that are eligible for funding, and additional requirements relating to enhancement projects undertaken on Watershed Lands to be retained by PG&E.

a. Location of Projects



An important requirement of the enhancement program is that all projects funded by the Stewardship Council be located on the Watershed Lands. Maps of the Watershed Lands can be found at the following link:

http://www.stewardshipcouncil.org/land_conservation/planning_units/.

b. Types of Eligible Projects

Grants will only be awarded for eligible projects that fall under one or more of the categories described below.

- **Restoration:** Restoration projects that include implementation of physical alterations to the land. Examples of restoration projects may include meadow restoration, riparian habitat restoration, revegetation, and fuels treatments.
- **Improvement:** Improvement projects that include implementation of physical alterations to the land. Examples of improvement projects may include the development of new or additional trails, day use areas, onsite structure improvements, and noxious weed treatments.
- **Protection:** Protection projects such as background studies, resource surveys and management plans that direct the majority of funding toward implementation of physical alterations to the land. Examples of protection projects include installing fencing, berms, boulders, vehicle barriers, and signage.

c. Eligible Grant Applicants and Awardees

Organizations that are eligible to apply and for and receive grant funding from the Stewardship Council for enhancement projects must meet the following criteria:

1. The Applicant must be a federal and California tax-exempt organization under sections 501(c)(3) and 509(a)(1) or (2) of the Internal Revenue Code; a public agency as defined in section in Section 170(c)(1) or Section 511(a)(2)(B) of the Internal Revenue Code; or a federally or state recognized tribe.
2. The Applicant must have been in existence for at least one fiscal year prior to the date of the application.
3. The Applicant has an annual operating budget that exceeded \$100,000 in the prior fiscal year.

Applicants will be required to submit a copy of the appropriate documentation proving tax exempt status. Documentation should clearly show the date of approval.



Exceptions to the eligibility criteria may be approved on a case-by-case basis. Organizations that may not meet, or have questions about, the criteria listed above are advised to contact the Stewardship Council prior to preparing and submitting a grant proposal.

Organizations that have previously submitted the above-requested documentation to the Stewardship Council pursuant to a prior RFP, RFQ, or Land Stewardship Proposal, do not have to re-submit this information.

d. Ineligible Projects

Examples of ineligible projects include projects:

- That do not take place physically or pertain directly to the Watershed Lands,
- Where the focus is not one or more of the six BPVs,
- That service or repay loans,
- That are dictated by a legal settlement or mandated to address a violation of, or an order (citation) to comply with, any law or regulation,
- Related to education, outreach, or event-related programming, unless they are an incidental part of a larger project, or
- Related to mitigation measures or implementation of required FERC conditions.

The above list of examples is not intended to be exhaustive and is offered only as guidance to potential Applicants. The Stewardship Council will make determinations of eligibility on a project-by-project basis upon review of proposals. All questions related to the eligibility of a project or task, or the funding category within which a project or task fits, should be directed to Stewardship Council staff as early as possible.

e. Enhancement Projects on Watershed Lands to be Retained by PG&E

The Watershed Lands that are subject to the Stewardship Council's land conservation program consist of lands that are either being donated to certain qualified organizations or lands that will continue to be retained and managed by PG&E. Enhancement projects proposed on Watershed Lands to be retained by PG&E will be subject to an additional review and approval process by PG&E referred to as the "Third-Party Review and Approval Process." Pursuant to this process, PG&E will evaluate a proposed project for: (1) consistency with utility operational requirements and PG&E policies, (2) consistency with land management practices and other uses existing both on PG&E's lands and neighboring properties; and (3) any legal and regulatory requirements



affecting the subject lands. Physical enhancements proposed by a third-party on PG&E-owned property will need to be reviewed and approved by PG&E and, where necessary, the CPUC and Federal Energy Regulatory Commission. Parties subject to the Third-Party use policy will be required to enter into legal agreements with PG&E (e.g., leases, licenses, and/or other contracts).

Applicants seeking funding to develop and implement enhancement projects on PG&E retained lands are requested to consult directly with PG&E in advance of submitting an enhancement project proposal to the Stewardship Council to determine if PG&E believes the proposed project is feasible and, if required by PG&E, to submit a Third-Party Use Request for review and approval by PG&E.

3. Proposal Instructions

Instructions for preparing the proposal are provided below. Prior to preparing a proposal, consultation with the Stewardship Council is strongly recommended.

Section I: Proposal Information and Funding Request

On a single page cover sheet, please provide the following information:

1. Project Title
2. Applicant Information
 - a. Organization name
 - b. Contact name with email address, phone number, and mailing address
 - c. Organization Non Profit Status and Tax ID#
3. Applicant Organization Mission Statement.
4. Partner Information (if fiscally sponsored, co-applicant, or key project delivery partner included)
5. Total Funding Request Amount from Stewardship Council Enhancement Program
6. Total Project Cost

Please identify the total project cost. If the project includes multiple phases, please provide the amount of funding requested for each phase. The total project cost should include the amount of funding requested from the Stewardship Council, other matching funds, and the value of any in-kind contributions related to the proposed project.

7. Project Location (Identify the Land Conservation Plan (LCP) Planning Unit and Parcel ID #s that the proposed project would affect)
8. Proposed Timeframe (Assuming a project start date no sooner than January 1, 2018)



9. Project Summary (Describe the project need, method of delivery, and proposed results in 300 words or less)

Section II: Project Summary

Section IIa: Baseline Resource Value/Condition

Please describe the baseline resource value/condition of the resources that the proposed project is intended to protect, restore, or improve in two pages or less. Please describe the condition or value of resources in their baseline state (pre-project state), and explain the need for, and benefit of, the proposed project and all tasks within the proposed project.

Section IIb: Project Outcomes

Please describe the anticipated outcomes of the proposed project and how these outcomes will be measured, and by whom, in two pages or less. Describe how the proposed project will protect, restore, or improve the BPVs on the Watershed Lands. Anticipated project outcomes should specifically address the needs identified in the previous section of the proposal, as well as any secondary benefits (e.g., water quality, education, etc.) of the proposed project. In addition to presenting the anticipated project outcomes, please also describe how these outcomes will be measured for success (e.g., performance measures to be used). For example, an outcome of a noxious weed treatment program could be the improvement of habitat for native species through removal of non-native species. The measure used to evaluate this outcome could be acres of habitat treated for noxious weeds. As another example, the outcome of developing a fuels management plan could be to protect forest resources from catastrophic fire. The measure used to evaluate this outcome could be the acres of forestland protected under the plan. Additional examples of performance measures are posted on the Sierra Nevada Conservancy website at <http://www.sierranevadaconservancy.ca.gov/other-assistance/managing-your-grant/detailed-performance-measure-descriptions>. Your performance measures should be tailored to show enhancement of the Stewardship Council BPVs

Sections IIc and d: Involvement of Other Organizations

Please identify any organizations (e.g., consultants, contractors, volunteers, youth groups, etc.) that are being proposed to be involved in the project and provide the following information with respect to each organization: (1) the proposed role(s) of the organization; (2) the status of the organization's agreement to participate in the project; (3) a summary of any prior history of the organization working with the Applicant; and (4) which organization(s) will be responsible for managing/and maintaining the proposed project following completion. If the proposed project will include youth or enable youth involvement, the Applicant should also describe the proposed



role(s) of youth in the project, and whether it will include youth from backgrounds with limited access to the outdoors.

If the Applicant's project will utilize consultants/contractors, please describe the selection and bid process that will be used.

In addition, in Section IId, please describe if, and how, any parties will be providing financial or in-kind support to the proposed project (e.g., funding, financing, labor, volunteers, materials, etc.).

Section IIe: Maintenance Plan

Please submit a Maintenance Plan that describes the long term management of the proposed project. The plan should describe the responsible parties, maintenance activities required, maintenance schedule, resources required, and funding source to complete the work. If your organization maintains similar projects, please provide examples of past experience maintaining them.

Section III: Project Description

Please describe the scope of the specific tasks within the proposed project, the proposed timeline for completion of each task and phase, expected project deliverables/milestones, and any permits or regulatory approvals needed to complete the project (see Section 7 of this document regarding compliance with CEQA).

Scope

Please describe the proposed project by task. Proposed projects that have multiple dependencies may have tasks that require work in multiple phases. We strongly advise you to work with the Stewardship Council to develop a strategy for phasing these tasks. When developing the scope for a proposed project, please organize tasks and phases as shown in the following example:

Task 1. Resource Protection

Phase I

Task 1.1 Conduct a biological resource survey

Task 1.2 Conduct a cultural resource survey

Phase II

Task 1.3 Install protective measures around cultural resource sites

Task 2. Improve Site Fencing

Phase I

Task 2.1 Install fencing along site perimeter

Task 3. Noxious Weed Abatement

Phase II (dependent on completion of Task 1.1)

Task 3.1 Conduct noxious weed abatement

Phase III

Task 3.2 Develop and implement a long-term noxious weed abatement program

Task 4. Trail Improvement

Phase II (dependent on completion of Task 1.1 and Task 1.2)

Task 4.1 Develop trail feasibility study

Phase III

Task 4.2 Design and build a trail through the meadow

In Section III, please describe each task to be completed (hereinafter referred to as the scope of each task). The scope should include the goal of the task (i.e., explain why the task is being conducted), the organization or individual that will be conducting the task (applicant, volunteer, consultant, contractor, etc.), the methods to be used to accomplish the task (i.e., describe in sufficient detail what the task entails), the anticipated outcome(s) of the task (e.g., survey report, recommendations for resource enhancements, locations of sensitive species, feasibility of an enhancement, etc.), and the relationship of the task to other tasks. For tasks such as surveys, studies, development of plans, or other tasks with multiple steps to completion, please list and describe the subtasks in bullets. The scope for each task and subtask should be concise, but adequately describe the purpose, timing and outcome. Please identify any assumptions used in developing the scope of work; any data needed from PG&E, the Stewardship Council, or another party to complete the task; or anything else completion of the task may be contingent upon, such as a permit or regulatory approval.

The description of any task involving survey work should include a description of the level of surveying that will be conducted (e.g., protocol level surveys, Section 106 compliant, in support of routine environmental documentation, focused special status species surveys [include names of species], etc.).

Task Timelines

Following the description of the scope of each task, please identify the length of time each task will take to complete in months. If a task is contingent upon completion of another task (or completion of a milestone or deliverable for another task), or is contingent upon receipt of a permit or approval from an agency, please note this assumption in the timeline. An example of

this would be a management plan where the plan would take twelve months to complete, following completion of biological and cultural surveys, or building a trail where trail design would take six months and construction would take twelve months following receipt of necessary permits and other regulatory approvals.

Please describe any other relevant factors that may affect the timeline for completion of the proposed project and how these factors will be addressed.

Deliverables/Milestones

Please identify the key deliverables or milestones associated with each task. The deliverables/milestones should demonstrate a measurable outcome, such as a draft management plan, survey report, study report, completion of fencing, obtainment of a permit, etc. For larger projects that have phased funding (see Section 3.f below) based on project milestones, those milestones should be included in the list of deliverables/milestones. An example would be a facility or trail project where funding is disbursed at key project milestones such as 100% design drawings and 100% construction drawings. In this case, 100% design drawings and 100% construction drawings would be listed as deliverables/milestones. Deliverables or milestones that are not tied to funding can also be included, such as public meetings, 60% construction drawings, etc.

Section IV: Project Timeline

Please provide the projected date of recording the fee title transfer or if the land is being retained by PG&E, the projected date of recording the conservation easement, and a description of the timeline for all the tasks within the project. The timeline to complete all tasks should be established in relation to those projected recording dates. If a task is intended to be ongoing, but Stewardship Council funding will only support the task for a certain number of months or years, state this in this section (as well as in the timeline portion of the task description, e.g., 5 years of a long-term noxious weed program). If a task or tasks are based on other tasks and a specific timeline cannot be generated at this time for the dependent task(s), then state the dependency and provide an estimated timeline. The project timeline narrative should be one page or less in length.

EXAMPLE:

Phase I tasks (Tasks 1.1, 1.2, 2.1) could can begin immediately following the recording of the fee title transfer, though Task 1.1 and 1.2 (biological and cultural resource surveys) could be initiated prior to fee title transfer with PG&E's approval. It is expected that all Phase I tasks will be completed no later than six months following recording of the fee title transfer (expected to be

June 2014). At the completion of Phase I tasks, Phase II tasks (Tasks 1.3, 3.1, 4.1) can begin. These tasks are expected to take no more than one year to complete. Phase III Task 3.2 can begin upon the completion of Phase II Task 3.1. This task (develop and implement a long-term noxious weed abatement program) will be ongoing for as long noxious weeds are an issue however, funding is only being requested for the initial three years. Phase III Task 4.2 (build a trail through the meadow) is dependent open completion of the Phase II Task 4.1 feasibility study. Assuming the trail is feasible, Task 4.2 will take no more than eighteen months to implement. All tasks associated with this project should be completed within 4.5 years of recording of the fee title transfer.

Section V: Project Permits and Approvals Required

Please describe any local, state, or Federal permits or approvals that may be needed to complete the project, including compliance with California Environmental Quality Act (CEQA), if applicable. Further guidance on CEQA compliance is provided in Section 7 of this document. It is important to consider the permits and approvals needed for the proposed project to ensure that the tasks included within the proposed project serve to assist in procuring the information necessary to obtain the permits/approvals needed and that the Project Budget includes both the costs of the permits/approvals themselves and the tasks that support obtaining the permits/approvals. The description should include the type of permit/approval needed, the responsible agency, the proposed timeline for obtaining the permit or approval, the phase of the project the permit/approval is needed for (e.g., before construction, before 100% design, etc.), and any project tasks that the permit or approval depends on (e.g., biological and cultural surveys).

Section VI: Project Budget

This section of the proposal should contain the proposed project budget and identify all project costs and other sources of funding (matching grants or in-kind contributions).

Budget Information to be Provided

Two project budgets should be included in the proposal – a summary budget and a detailed line item budget. Templates for the summary budget and detailed line item budget are included in Appendix A.

The summary budget should show each task, year of completion for the task, funding amount requested, other project funding, and total task cost. The line item budget should show tasks,



labor by rate category/hours, and expenses. As part of the line item budget, please include any assumptions used to develop the budget, as well as information related to the amount of funding to be provided by any matching grants and in-kind contributions. The Project Budget should account for inflation if the project lasts multiple years.

If the Applicant intends to use contractor(s)/consultant(s), please obtain a written scope of work and quotation for the cost of the contractor(s)/consultant(s) task. This information should be reflected in the Project Budget (as well as specific tasks within the Project Description).

Facility Costs

When developing costs for facility replacements, additions, or new facilities, at a minimum please consider design (no more than 35% of facility cost) and construction costs, as well as general contractor costs, including overhead and profit (no more than 8%), general conditions (mobilization, submittals, permits, etc.) at no more than 10% of facility cost, and a concept level contingency of no more than 15% of the facility cost. If higher percentages are proposed for these costs, please provide a rationale. Costs for materials, grading, site preparation, and material transportation costs should be included. Note that new facilities are only eligible for funding if the construction and operation of the facility is permissible under the conservation easement associated with the land parcel and the conservation easement holder organization approves of the development, if such approval is required by the conservation easement.

Restoration Costs

When developing costs for restoration projects, please consider costs for construction, design, construction oversight, maintenance/remedial measures/management, and at least 5 years of monitoring and reporting, in addition to any environmental documentation and permitting costs.

Survey/Study/Management Plan Costs

When developing costs for surveys and studies, please identify all assumptions regarding the various components of the survey/study, equipment rentals/field day expenses, GIS mapping/data conversion costs, and any consultation or coordination needed with landowners, tribes, State Historic Preservation Officer, easement holders, stakeholders, etc. Similarly, when developing costs for management plans, please consider costs for consultation and coordination, public outreach, and GIS mapping. In some cases, CEQA environmental documentation costs should also be factored into management plan costs.

Eligible Costs

With the exception of the indirect costs described below, only direct project costs (labor and direct expenses) for tasks within the proposed project and within the timeframe of the funding agreement are eligible for inclusion within the Project Budget. Costs related to project-specific grant reporting are eligible costs.

Organizations may include indirect costs in their Project Budget as long as the indirect cost line item does not exceed 15% of the total direct cost requested from the Stewardship Council. Indirect costs are defined as costs not directly related to implementing the enhancements on the Watershed Lands. Examples of indirect costs include:

- Office rent, technology, telephones, etc.
- Directors and Officers and General Liability Insurance
- Accounting and audit costs
- Human resources
- Other costs related to the general operations of the organization

Applicants are expected to work with contractors/consultants to ensure that the indirect/overhead rate charged under the contract complies with the rate and definition described above.

If the Applicant submits a proposed project scope and budget that are substantially comprised of work to be performed by contractors/consultants, Stewardship Council staff will review and discuss with the Applicant the appropriate indirect cost reimbursement rate for the Applicant organization. The appropriate rate may be below 15% in instances where a substantial portion of the work to be performed and billed will be passed through to another organization or company.

Other eligible costs include background studies and resource surveys, resource monitoring, and maintenance of resource protection, improvement or restoration projects. For improvement projects that include building new facilities, eligible costs include design, construction, general contractor costs, general condition costs, and a concept level contingency cost.

For restoration projects, eligible costs include construction, design, construction oversight, maintenance/remedial measures/management, and monitoring and reporting costs. As part of restoration projects, costs of monitoring activities to establish pre- and post-project conditions to monitor or evaluate a project's efficacy are eligible costs.

Ineligible Costs

Certain costs are not eligible for grant funding from the Stewardship Council. For example, indirect costs (as defined above) exceeding 15% of the total project budget are ineligible for Stewardship Council grant funding. Use of funding to establish or increase a conservation



easement legal defense fund or endowment or to make a monetary donation to other organizations are also examples of costs that are ineligible for Stewardship Council grant funding. Costs incurred prior to the date of grant award are also ineligible for funding.

Applicants should avoid including ineligible costs in the portion of the Project Budget that describes the funding being sought. Please contact the Stewardship Council regarding any questions about the eligibility of certain costs. If ineligible costs are included within the funding requested from the Stewardship Council, the Applicant will be notified and asked to revise the Project Budget.

Matching Funds and In-Kind Contributions

Applicants should describe any other matching funds and the value of any in-kind contributions related to the proposed project within the total project cost (Section I of the proposal) and in the Project Budget (Section VI of the proposal). If you are receiving project-related funding from other sources, please list the amount, funding entity, and status of the receipt of such funding. Applicants are encouraged to identify and propose matching funds and in-kind contributions. Although not a requirement to be considered for a grant award, matching funds and in-kind contributions will be a factor favorably considered by the Stewardship Council in evaluating enhancement project proposals.

Phasing of Tasks and Funding

Funding from the Stewardship Council will be disbursed in phases on all enhancement projects involving over \$100,000 (and some between \$50,000 and \$100,000) in funding from the Stewardship Council. Disbursement phasing schedules may be based on achievement of project milestones (e.g., obtaining permits or other regulatory approvals, completion of project design, completion of CEQA documentation, etc.), completion of background studies/surveys prior to release of funds for resulting restoration, protection or improvement projects, or a combination thereof. Stewardship Council staff will work with Applicants during the preparation of their proposals to develop a proposed phasing strategy.

Section VII: Acknowledgement

By signing Section VII of the proposal, the Applicant acknowledges that it has the proper legal authority to sign the document (and subsequently sign and enter into a funding agreement if the grant is awarded), and that it has received, read, and understands the subject proposal guidelines document and all appendices.

Section VIII: Exceptions to the Funding Agreement



The Stewardship Council will develop a funding agreement for each grant that is awarded. The agreement must be approved and signed by the Stewardship Council and the Grantee before any funds are released. The funding agreement will contain provisions and requirements specific to the Grantee and proposed project. Provisions such as the disbursement of funds, number and timing of grant reports, funding amounts, effective dates, etc. will vary by grant/Grantee. However, there are several standard provisions that will be included in every agreement pertaining to insurance requirements, information sharing, legal compliance, recordkeeping requirements, indemnification, assignment/transfer/modification of the agreement, etc. An example of a funding agreement, which includes these standard provisions, is included in Appendix B.

If there are any provisions in the attached funding agreement that the Applicant cannot accept, they should be noted in Section VIII of the proposal. Exceptions may be considered, if the Applicant provides an adequate explanation and justification for any proposed exception.

Section IX: Project Support

Please attach letters of support for the proposed project from both the prospective fee title owner and conservation easement holder (or the conservation covenant holder) of the parcels where the project would occur. These two letters of support are required elements of the proposal. If either the prospective fee title recipient or conservation easement holder is the Applicant, then only a letter of support from the other entity is required.

If fee title to the subject parcel(s) where the enhancement project will occur is to be retained by PG&E, early consultation with PG&E is required and should be documented in a letter or memo as an attachment to the proposal. PG&E's approval of the proposed enhancement project will be necessary before the Stewardship Council considers awarding a grant for the project.

Section X: Stakeholder Support

Although not a requirement for submission of a proposal, the Applicant may wish to provide evidence of stakeholder support for the proposed enhancement project. Such evidence can be attached to the proposal under Proposal Section X. Examples of such evidence include letters of support, public meeting minutes, stakeholder meeting minutes discussing support for the project, board resolutions in support of the project, etc.

4. Submittal Requirements



The Applicant's proposal should conform to the proposal template provided in Appendix A, meet all technical requirements described below in Section 4.a, and be submitted as described in Section 4.b.

a. Technical Requirements and Contact Information

The proposal should be emailed to sschweigerdt@stewardshipcouncil.org. Organizations are discouraged from directly contacting Stewardship Council board members or alternates during the submittal and evaluation process. If particular circumstances (such as the role of a Stewardship Council board member within an organization) make it impossible to avoid contact with a board member concerning your proposal, please contact the Stewardship Council for guidance.

All responses entered into the proposal Microsoft Word template provided in Appendix A should be in Calibri 11 point font. The proposal Microsoft Word document should maintain 1-inch margins on all sides. Text within the Project Description and Timeline sections should follow the formatting in the examples. Either a wet signature or a digital signature can be provided in the Acknowledgement portion of the proposal (Section VII).

The proposal must be submitted electronically in three separate files as follows:

1. The primary proposal document, as well as compiled attachments (e.g., support letters), must be converted to Adobe Portable Document Format (PDF) prior to submittal. The cover of the primary proposal document should clearly state "Proposal for Requesting Funding for Enhancements on Watershed Lands from the Stewardship Council." The name of the proposed project and the Applicant should also be listed on the cover.
2. As described in Section 3.b. below, information that is considered by the Applicant to be proprietary and/or sensitive, should be compiled and submitted in a second PDF labeled "Confidential - Proposal for Requesting Funding for Enhancements on Watershed Lands from the Stewardship Council." The name of the proposed project and the Applicant should also be listed on the cover.
3. In a third file, please include the budget presented in the Microsoft Excel template provided by the Stewardship Council.

(Note: The size of the total electronic file must be smaller than 10 MB. We do not encourage overly elaborate presentation materials within the proposal.) We recommend that you also retain a hardcopy of your proposal and any attachments.



Acknowledgement of receipt will be sent by the Stewardship Council within three business days. The Stewardship Council is not responsible for misdirected or otherwise undeliverable e-mails and we encourage you to confirm receipt by our office.

b. Proprietary Information

If any of the information being submitted is considered by the Applicant to be a trade secret, privileged information, or confidential commercial, financial, geological, or geophysical data, it is the Applicant's responsibility to label the information as such. Otherwise, all information submitted may be treated as public information by the Stewardship Council.

c. Obligation

By submitting a proposal, the Applicant acknowledges that (a) the preparation and submission of the proposal does not obligate the Stewardship Council in any way; (b) the Stewardship Council assumes no obligation to enter into an agreement for the proposed project; (c) all proposal guideline documents are understood; and (d) the Applicant has the equipment, technical ability, personnel and facilities to complete the proposed project as specified herein in accordance with the proposal guideline documents.

5. Proposal Evaluation Process

The Stewardship Council Enhancement Program is a competitive program and grants are recommended by an Enhancement Review Committee (ERC) comprised of Stewardship Council board members and outside experts. The Stewardship Council seeks proposals that clearly identify and meet needs, deliver high quality projects, and overall address many of following seven considerations:

- Contribution to preservation or enhancement of one or more of the six BPVs
- Capacity and demonstrated ability of project sponsor to implement and champion the project
- Feasibility of timely implementation of the proposed project
- Provides significant and meaningful conservation and stewardship opportunities for youth, engages youth and other organizations such as conservation corps, and other partners to implement conservation projects
- Leveraging of significant funding from other sources, including Sierra Nevada Conservancy, California Department of Fish and Wildlife Prop 1 funding, and others funders



- Proven support from stakeholders
- Geographical distribution of enhancement funding across the PG&E Watershed Lands

The Stewardship Council staff will contact applicants with any questions or concerns. The ERC will review proposals and recommend the funding of projects to the Stewardship Council Watershed Planning Committee and full board of directors.

The Stewardship Council reserves the right to reject any or all proposals received or portions thereof, and to approve grants in total or in part, whichever in its judgment best serves the interests of the Stewardship Council.

6. Grant Agreement Process and Reporting

Once a proposal is approved by the Stewardship Council, a grant agreement will be prepared by the Stewardship Council and entered into by the Stewardship Council and the Grantee before any funding is released. The grant agreement will include a detailed description of the scope of work, a proposed timeline, budget, and the performance measures to be used to evaluate the project results.

Following completion of projects, all Grantees will be required to submit at least one Grant Report that contains, at a minimum:

- A financial report detailing all expenditures from the Grant Funds;
- A description of the activities accomplished as of the date of the Grant Report; and
- Copies of all documents, studies, land management plans, etc. that were prepared as a result of the activities included within the project as described in the funding agreement.

Depending on the tasks within the proposed project, the project timeline, and the grant funding amount, interim Grant Reports may be required by the Stewardship Council that summarize project accomplishments, results, and progress to date. Projects that are funded in phases will likely have Grant Reports due at the end of each phase. Grant reporting requirements, as well as any connection between submittal of reports and funding disbursement, will be clearly stated within the funding agreement.

If cultural resource surveys/studies are included within the proposed project, only a summary of the cultural resources information will be included within any Grant Report due to the sensitivity of this information. If other sensitive information will be generated as part of a proposed project and should not be included within Grant Reports, please specify this in the scope of the task.

7. CEQA/Permitting Requirements

Projects funded by the Stewardship Council must be performed in full compliance with all laws and regulations, including the California Environmental Quality Act (CEQA), as applicable. The Applicant should evaluate whether or not the proposed project is a “project” as defined by CEQA, and if so, how and when the requirements of CEQA will be satisfied. The type, cost, timing and amount of documentation needed to satisfy CEQA requirements can vary widely depending on the project and the Applicant and should be evaluated, to the extent possible, prior to proposal submittal. The results of this evaluation should be incorporated into the proposal.

In addition to CEQA requirements, certain projects may also require other environmental documentation such as a Streambed Alteration Agreement, grading permit, etc. State, Federal, and local permits or documentation may be required for some projects. Again, the type, cost, timing, and documentation needed to satisfy all applicable laws and regulations can vary by project and Applicant; therefore, Applicants should ensure that appropriate costs and time to complete both CEQA requirements and other permitting requirements are included within the Project Budget and Project Timeline (see Sections 5 and 6 of this document).

Appendix A Stewardship Council Enhancement Program Proposal Template

Proposal Information and Funding Request

- Project title
- Total requested funding amount from the Stewardship Council under the Direct Award Fund program.
- Total project cost – Indicate the **total** cost to complete and implement the entire proposed project (inclusive of all tasks). The total cost should include the requested funding amount, as well as any matching grants, the value of in-kind contributions, and any other Stewardship Council funding related to the proposed project.
- List the LCP ID numbers for the parcels of land on which the proposed project would occur. For each parcel list the prospective fee title donee/owner and the prospective conservation easement holder for the parcel.



- Describe how your organization’s mission and programs are consistent with the objectives of the Stewardship Council’s Land Conservation Program. (This section is not necessary if your organization has been recommended for fee title or a conservation easement).

Project Summary

- a. Describe the **outcomes** of the proposed project. How will this project protect, restore or improve the beneficial public values on the Watershed Lands? Describe how you intend to measure outcomes of the proposed project to demonstrate success.
- b. Will this project be completed in partnership or collaboration with other organizations (that are not paid vendors or contractors)? If yes, list and describe confirmed and potential partners. Describe the following:
 - The roles of each organization as they relate to this project, particularly how they will contribute to the success of the project
 - The status of the partnerships (e.g., initial conversations, final stages of negotiation, signed agreements in place, etc.)
 - How partner(s) and the Grantee will work together on this project
 - Any track record of working together previously
 - Which organization will manage/oversee this project once it is completed
- c. Describe how partners will provide financial or in-kind support to this project (e.g., funding, financing, labor, volunteers, materials, etc.).

Project Description

Describe the scope of the specific tasks within the proposed project, the proposed timeline for completion of each task and phase, expected project deliverables/milestones, and any permits or regulatory approvals needed to complete the project

Project Timeline

Provide a written timeline summary for all tasks within the project. The timeline should be established in relation to the projected closing date of the transaction. For additional detail and an example timeline refer to the proposal guidelines.

Project Permits and Approvals Required

Provide a description and list of the permits and approvals (including CEQA compliance) needed to accomplish the proposed project. Within the description name the permit/approval needed, agency from which the permit/approval is



obtained, timeline for obtainment, at/before what phase of the project the permit/approval is needed, and any project tasks that the permit depends on.

Project Budget

Use the provided template to prepare your project budget and summary budget. Show the entire budget for the project in addition to specific budget items that will be supported by Stewardship Council funds. The line item budget should show tasks, labor by rate category/hours, and expenses. As part of the line item budget, include any assumptions used to develop the budget, as well as information related to the amount of funding to be provided by any matching grants and any in-kind contributions.

Acknowledgement

Organization's authorized signatory

Title _____ Date _____

Exceptions to the Funding Agreement

If you have any exceptions to the terms, conditions, or provisions to the funding agreement located within the Proposal Guidelines document (Appendix B), provide them below. Exceptions may be considered, provided that you submit adequate explanation and justification for any proposed deviation. If you have no exceptions to the funding agreement, write "No Exceptions" below.

Project Support

Provide a letter of support for the project from both the prospective fee title donee/owner of the parcels upon which the project would occur, as well as the prospective conservation easement holder for the parcels.

Stakeholder Support

Though not a requirement, if there is any evidence of support for the project from stakeholders, please attach it. Such evidence could include letters of support, meeting minutes discussing support for the project, etc.



Appendix B Example Funding Agreement

Funding Agreement for Enhancement Project

This **Enhancement Project Funding Agreement** (“Agreement”) is entered into as of the Effective Date (as defined below) by and between the **Pacific Forest and Watershed Lands Stewardship Council**, a California nonprofit public benefit corporation (the “Stewardship Council”) and **Organization Name**, a **public entity/nonprofit public benefit corporation** (“Grantee”) with reference to the following facts:



A. The Stewardship Council was created to oversee the “Land Conservation Commitment” described in (1) that certain Settlement Agreement among Pacific Gas and Electric Company (“PG&E”), PG&E Corporation, and the California Public Utilities Commission (the “Commission”) as modified and approved by the Commission in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the “Settlement Agreement”); and (2) that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the “Stipulation”).

B. Pursuant to the Settlement and Stipulation, certain lands owned by PG&E at the time of the Settlement (the “PG&E Watershed Lands”) are to be conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The Stewardship Council is charged with developing a Land Conservation Plan for the protection and enhancement of the PG&E Watershed Lands and was provided funding for environmental enhancement projects on PG&E Watershed Lands.

C. Select one of the below options:

[If agreement is executed prior to fee-title donation:]

In connection with the Land Conservation Commitment, PG&E has agreed to transfer to **Grantee or Fee Title Recipient (if not same as grantee)** a portion of the PG&E Watershed Lands located in **County Name**, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

[If agreement is executed after fee-title donation:]

In connection with the Land Conservation Commitment, PG&E has transferred to **Grantee or Fee Title Recipient (if not same as grantee)** a portion of the PG&E Watershed Lands located in **County Name**, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

[If PG&E is retaining fee-title:]



PG&E holds fee-title to the Watershed Lands located in **County Name**, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

D. The Property **[will be or is]** encumbered by a Conservation Easement in favor of **Organization Name**, **[a political subdivision of the State of California, OR an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Internal Revenue Code (IRC)] OR a nonprofit corporation as described in section 170(c)(2) of the Internal Revenue Code OR a federally recognized tribe**. Grantee recognizes that all activities funded under this agreement must be consistent with the terms of said conservation easement.

E. **In consideration of the mutual promises set forth herein in connection with Grantee's desire to undertake certain enhancement activities as further described in this Agreement, the Stewardship Council desires to provide funding to Grantee to carry out the enhancement activities, all subject to the terms and conditions described in this Agreement.**

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and the mutual covenants and obligations of the parties herein contained, the Stewardship Council and Grantee agree as follows:

1. Stewardship Council hereby grants to Grantee **Grant Amount** Dollars (**\$XXXX**) (the "Grant Funds") payable in installments as shown in Exhibit B attached hereto and subject to the requirements listed in paragraph 4 below.

2. The Grant Period will be as follows; This Letter Agreement shall commence on the date of full execution by the Parties. This Letter Agreement shall terminate on the earlier of: **Month, Day, Year**, or upon Grantee's use of all of the Grant Funds and the receipt by Grantor of a final written grant report as described in paragraph 5, (the "Grant Period"), provided however, that Grantee's obligation to provide certain information to the Stewardship Council or its



designee as set forth in Paragraph 6 shall remain in effect until satisfied, the provisions in paragraphs 7 and 8 shall survive for four years after termination and the provisions of paragraph 12 shall survive the termination of this Letter Agreement indefinitely.

3. Grantee will use the Grant Funds solely for the enhancement activities as described in Exhibit B (the "Activities") and for no other purpose without the prior written consent of the Stewardship Council.

4. Grantee agrees to furnish the Stewardship Council an interim status report prior to each installment payment of Grant Funds to Grantee. The interim status report will include an update on the manner in which the Grant Funds were spent and the progress made in accomplishing the purposes of the Grant. Upon receipt and approval of the interim status report, the Stewardship Council will release additional funds in accordance with the disbursement schedule specified in Exhibit B. It is understood and agreed that if the milestones set forth in Exhibit B for release of Grant Funds are not achieved in a timely manner, or in any event prior to the end of the Grant Period, The Stewardship Council may in its sole discretion cancel further disbursements or/and require a total or partial refund of Grant Funds.

5. Within sixty (60) days following completion of the Activities funded by this Agreement as specified in Exhibit B, Grantee will submit to the Stewardship Council or its designee a Final Grant Report. The Final Grant Report will contain at a minimum:

- a. A financial report detailing all expenditures from the Grant Funds;
- b. A description of the Activities accomplished as of the date of the Final Grant Report;
- c. Copies of all plans, studies, data, maps, and reports that were prepared or generated as a result of the activities described in Exhibit B.

6. **[Delete if grantee is not fee title recipient]** Grantee acknowledges that a material condition of this Agreement is that Grantee shall make available to the Stewardship Council or its designee any data, research, knowledge or other information in Grantee's possession relating to the Property in order to permit monitoring of the economic and physical impacts of the Land Conservation Plan and its implementation. To that end, Grantee agrees to cooperate with and provide to the Stewardship Council or its designee upon request certain information, including, but not limited to, (a) the current status of any agreements for economic uses pertaining to the Property that were in existence as of the Effective Date, including consumptive water deliveries; and (b) any activities on the Property that produced revenue or had other economic impacts such as carbon sequestration agreements, timber harvests, eco-tourism, or



commercial recreational uses. It is anticipated that the Stewardship Council or its designee will request this information on or about 2016 and again on or about 2023.

7. Grantee will [if grant award is larger than \$100,000] deposit the Grant Funds in a separate bank account and indicate the Grant Funds separately on its books of account, charge expenditures made in furtherance of the grant purposes against the Grant Funds, and keep records adequate to enable the use of the Grant Funds to be checked readily. Grantee will keep such records, along with copies of the Grant Reports, for at least four years after the date all of Grantee's obligations under this Agreement have been fulfilled.

8. The Stewardship Council shall have the right to inspect the books, records and physical properties of Grantee and evaluate Grantee's use of Grant Funds, so long as (i) such inspection or evaluation occurs during regular business hours; (ii) such inspection or evaluation does not unreasonably interfere with Grantee's regular operations; and (iii) the Stewardship Council provides at least three (3) days prior notice of any such inspection or evaluation.

9. The Stewardship Council may include information regarding this Agreement and Grantee in its periodic public reports, press releases, or other public communications.

10. Grantee warrants and represents that it is [a political subdivision of the State of California, or is otherwise an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Internal Revenue Code (IRC)] OR a nonprofit corporation as described in section 170(c)(2) of the Internal Revenue Code].

11. Grantee shall not use the Grant Funds to attempt to influence legislation or otherwise carry out lobbying activities within the meaning of Sections 501(h), 4911, 4945(d)(1) or 4945(e) of the IRC. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive. No part of the Grant Funds may be used for purposes other than charitable, scientific, literary, or educational purposes within the meaning of IRC Section 170(c)(2)(B).

12. Grantee hereby agrees to indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, employees, successors, and assignees from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that they may incur or suffer and that result from, or are related to, the receipt and use of the Grant Funds by Grantee.



13. If Grantee elects to and has the required permission to erect signs or other appropriate markers on the Property identifying the Activities, verbiage on the sign shall indicate that financial support for the Activities was **received from the Stewardship Council.**

14. Grantee agrees to maintain insurance policies sufficient to cover reasonably foreseeable claims and losses and consistent with industry standards for organizations of its size and operations. Without limiting the foregoing, Grantee shall maintain general liability insurance in an amount not less than \$1,000,000 per occurrence and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. Such coverage shall be obtained from insurers with a current A.M. Best rating of no less than A- VII (or any such comparable successor standard). Grantee agrees to execute, implement and maintain an appropriate memorandum of understanding, plan, arrangement or other agreement relating to risk management with each of Grantee's partnership organizations and contractors. The Stewardship Council, its employees, officers, and agents shall be named as additional insureds in each of Grantee's policies described above. Grantee shall furnish the required certificates and endorsements to the Stewardship Council within 30 days of the Effective Date.

15. If Grantee chooses to use contractors, volunteers or partners for performance of any Activities listed in Exhibit B, Grantee accepts responsibility for the performance of such entity(ies) and will be responsible for the cost of procuring similar services if such entity(ies) fails to provide acceptable work.

16. Grantee shall observe and comply with all Federal, State and local laws, regulations and ordinances (including but not limited to the California Environmental Quality Act) that affect Grantee or those employed or engaged by it, the materials or equipment used and the performance of the Activities. Grantee shall procure all necessary approvals, licenses, and permits required for any Activity listed in Exhibit B or related thereto.

17. The Stewardship Council's obligations under this Agreement shall under no circumstances exceed the Grant Funds amount set forth in Paragraph 1 above.

18. Grantee agrees that in conducting its activities under this Letter Agreement, including Grantee's use of the Grant Funds, Grantee shall not knowingly discriminate on the basis of race, color, religion, gender, national origin, age, medical condition, veteran status, marital status, disability, ancestry, sexual orientation, or any other characteristic protected by law, except to serve historically disadvantaged groups.

19. Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist



Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.

20. All written communications sent by the Parties may be by email, US. mail, overnight courier, or by fax, and shall be addressed as follows:

To Grantee:

Organization Name

Address

City, State ZIP

Fax:

Email:

Attention:

To Stewardship Council:

155 Bovet Road, Suite 405

San Mateo, CA 94402

Fax: (650) 401-2140

Email: azanger@stewardshipcouncil.org

Attention: Allene Zanger, Executive Director

21. The benefits to be provided under this Agreement are personal to Grantee, and may not be assigned or transferred by Grantee without the prior written approval of the Stewardship Council. The Stewardship Council may assign its rights and obligations hereunder



to a third party upon written notice to Grantee. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns.

22. This Agreement may not be amended or modified except by written instrument signed by both parties. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

23. Nothing in this Letter Agreement shall be construed as creating a partnership, joint venture, or agency relationship between Grantee and the Stewardship Council.

24. This Agreement shall be governed by the laws of the State of California.

25. This Agreement may be executed in counterparts which together shall constitute a single agreement. Facsimile signatures shall have the force and effect of original signatures.

Pacific Forest and Watershed Lands Stewardship Council,
a California Nonprofit Public Benefit Corporation

By: _____

Title: _____

Date: _____

[Grantee]

By: _____

Title: _____

Date: _____



Exhibit A

Property Description

(to be attached)

[Attach map of the property encumbered by the conservation easement, and if relevant, highlight the area designated for activities]

Exhibit B

Description of Enhancement Activities

Budget

Timeline