



# San Bernardino County Fish & Game Commission



Regional Parks  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0763

## APPLICATION FOR PROJECT FUNDS

### INSTRUCTIONS

1. Please type or print (please use blue or black ink).
2. If the project will directly affect wildlife, attach written documentation that the proposed project has been reviewed by the California Department of Fish and Game Biologists, Region V.
3. Complete application and submit to:
  - Fish and Game Commission
  - San Bernardino County Regional Parks
  - 777 E. Rialto Avenue
  - San Bernardino, CA 92415-0763
  - Attention: Executive Assistant
4. After receipt of the project application by Regional Parks, you will be notified of the meeting date and time that the application will be reviewed by the Fish and Game Commission.
5. If approved by the Fish & Game Commission, before funds are awarded, applicant will be required to sign a contract and submit receipts and proof of completion (see attached Fish & Game Sample Contract).
  - a. The project will then be scheduled to go before the San Bernardino County Board of Supervisors. No expenditures can be made until approved by the Board. Notification to the applicant as to the status will be made after the Board meeting.
6. Upon the completion of the project, grant awardee will contact San Bernardino County Fish and Game Commission to provide a written report and schedule a presentation on the completed project at a Commission meeting. Presentation should include the following:
  - a. Summary of the project goals and accomplishments
  - b. Location of project, including maps
  - c. Before and after photographs
  - d. Eight (8) copies of the presentation. One for each of the six Commissioners, one for the Director of Regional Parks and one for the Commission file.

*(For additional information, please contact Regional Parks at 909/387-2340.)*

### APPLICANT INFORMATION

Name of Applicant and/or Agency: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROJECT INFORMATION**

Project Description:

Estimated Beginning Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Description (be as specific as possible) of anticipated expenditures requested (equipment/materials) include the proposed budget for the project and timeline for project:

Total Amount Requested: \$ \_\_\_\_\_

Other Additional/Pertinent Information:

As an applicant for Fish and Game project funding, I understand and agree to abide by the conditions and instructions listed above. Further, I understand and agree that projects funded by the Fish and Game monies shall meet the requirements of Section 13103 of the State Fish and Game Code (see Fish and Game Code Section 13103 on page 5).

List qualifying State Fish and Games Sections below:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SIGNATURE SECTION (please sign in blue)**

\_\_\_\_\_

Applicant Name (Please Print)

Applicant Signature

Date

**DO NOT WRITE BELOW THIS LINE – FISH & GAME USE ONLY**

Date application received: \_\_\_\_\_ Date reviewed by Fish & Game: \_\_\_\_\_

Approved by Fish & Game: Yes  No  If approved, date to BOS: \_\_\_\_\_

Date applicant notified: \_\_\_\_\_

## California Fish and Game Code Section 13103

**Section 13103: Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:**

- (a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.
- (b) Temporary emergency treatment and care of injured or orphaned wildlife.
- (c) Temporary treatment and care of wildlife confiscated by the department as evidence.
- (d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.
- (e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.
- (f) Construction, maintenance, and operation of public hatchery facilities.
- (g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.
- (h) Predator control actions for the benefit of fish or wild life following certification in writing by the department that the proposed actions will significantly benefit a particular wild life species.
- (i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.
- (j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 3 percent of the average amount received by the fund during the previous three-year period, or three thousand dollars (\$3,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.
- (k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.
- (l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.
- (m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife. 13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation



County of San Bernardino

F A S

**STANDARD CONTRACT**

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department				Dept.	Orgn.	Contractor's License No.			
County Department Contract Representative					Telephone	Total Contract Amount			
					( ) -				
Contract Type									
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
					\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name \_\_\_\_\_ hereinafter called \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_  
 ( ) - \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**IT IS HEREBY AGREED AS FOLLOWS:**

This Contract is made and entered into by and between the COUNTY and CONTRACTOR.

**WITNESSETH**

WHEREAS, the San Bernardino County Fish and Game Commission ("Commission") is an advisory board established in accordance with San Bernardino County Code section 12.0401 et seq. to make recommendations to the Board of Supervisors in matters concerning the propagation and protection of fish and game in San Bernardino County; and,

WHEREAS, the Board of Supervisors set aside allocations for the Fish and Wildlife Propagation Fund in accordance with California Department of Fish and Game Code section 13100 et seq.; and,

WHEREAS, CONTRACTOR is a non-profit organization dedicated to ; and

WHEREAS, the Commission recommends .

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support CONTRACTOR to .

2. SCOPE OF SERVICES

Funding arising out of this Contract will be used to assist CONTRACTOR in .

3. TIME OF PERFORMANCE

The services to be provided by CONTRACTOR shall commence upon approval of this contract and shall be completed .

4. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, COUNTY shall provide funding in an amount not to exceed . This payment shall constitute full and complete compensation to CONTRACTOR under this Contract. Any costs in excess of the amount available in this section shall be the sole responsibility of CONTRACTOR. This condition however, does not preclude COUNTY from providing additional funding at its sole discretion. For the purpose of this Contract, COUNTY shall disburse compensation and monitor the CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to CONTRACTOR shall be made in a lump sum after execution of this Contract by all parties.

5. COMPLIANCE WITH LAWS

CONTRACTOR hereby agrees that it will comply with all applicable federal, state and local laws, including but not limited to the payment of prevailing wages as described in Section 6 herein.

6. PREVAILING WAGES

By its execution of this Agreement, CONTRACTOR certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the CONTRACTOR's principal place of business and at the project site. Pursuant to Section 21, CONTRACTOR shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

7. ON-SITE INSPECTION

COUNTY, its officers, agent and employees, will have the privilege and right to on-site inspection of CONTRACTOR's facilities and the Project for the duration of this Contract. CONTRACTOR will ensure that its employees or agents furnish any information that in the judgment of COUNTY may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

8. CERTIFICATION OF COMPLIANCE

CONTRACTOR certifies that it is organized in accordance with the laws of the State of California and is in good standing with the Secretary of State and all other regulatory agencies with jurisdiction, including but not limited to, the Internal Revenue Service and the California Franchise Tax Board. Upon request of COUNTY, CONTRACTOR will provide corporate documents demonstrating the organization, existence and good standing of the corporation or foundation.

9. AUTHORIZATION TO EXECUTE

The officer executing this Contract certifies that he or she has the power and authority to execute this Contract on behalf of CONTRACTOR and that this Contract is binding and enforceable against CONTRACTOR in accordance with its terms.

10. ACCOUNTING AND RECORDS

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles. CONTRACTOR agrees to maintain all records relating to this Contract for a period of three years after the termination or expiration of this Contract. COUNTY or any appointee thereof shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested.

11. VIOLATION OF CONTRACT

Except as otherwise provided in this CONTRACT, in the event that CONTRACTOR violates any of the terms and conditions of this Contract, COUNTY shall give written notice of violation and demand for correction. If, within thirty (30) days from receipt of written notice, CONTRACTOR has not corrected the violation or shown acceptable cause, COUNTY has the right to terminate this Contract. County will provide a written Notice of Termination. It is agreed that in the event of a termination due to a violation of this Contract by CONTRACTOR, it shall pay to COUNTY within ten (10) days of receipt of a Notice of Termination, any and all unexpended funds. If CONTRACTOR violates any terms and conditions regarding the proper expenditure of funds, CONTRACTOR will be required to reimburse COUNTY for any improper expenditure. In the event of a violation, COUNTY may pursue any legally available remedies.

12. ASSIGNMENT

This Contract is not assignable by CONTRACTOR, without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

13. TERMINATION AND TERMINATION COSTS

Except as otherwise provided herein, this Contract may be terminated in whole or in part at any time by either party upon giving (30) days notice in writing to the other party. The Chief Executive Officer is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors if required.

Except as otherwise provided herein, COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in COUNTY funding for the Contract activity or if for any reason the timely completion of the services under this Contract is rendered improbable, infeasible or impossible. If CONTRACTOR fails to comply with any material term of this Contract, COUNTY may take one or more of the following actions: disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, prosecuting an action for breach of contract and any other remedies that are legally available.

14. REVERSION OF ASSETS

Except as otherwise provided herein, upon Contract termination, CONTRACTOR shall transfer to COUNTY all COUNTY Funds on hand at the time of expiration and any accounts receivable attributable to the use of COUNTY Funds.



15. TIME OF PERFORMANCE MODIFICATIONS

The Chief Executive Officer may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by CONTRACTOR;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of COUNTY and CONTRACTOR in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

16. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

17. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

18. CONTRACT COMPLIANCE

CONTRACTOR shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, and the California Fair Housing and Employment Act, and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

19. IMPROPER CONSIDERATION

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to, cash, discounts, services or the provision of travel or entertainment, or any items of value to any officer, employee or agent of COUNTY in an attempt to secure favorable treatment regarding this Contract or any contract awarded by COUNTY. COUNTY, by notice, may immediately terminate this Contract or any COUNTY contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of COUNTY with respect to any proposal or award process involving this Contract or any other COUNTY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Contract or any COUNTY contract has been awarded. Attorneys shall immediately report any attempt by any COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

20. MISREPRESENTATION

If during the course of the administration of this Contract, COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, this Contract may be immediately terminated. If this Contract is terminated according to this provision, COUNTY is entitled to pursue any available legal remedies.

21. ELECTRONIC FUNDS

CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

22. LEGAL FEES

CONTRACTOR understands and agrees that any and all legal fees or costs associated with any litigation or other legal proceedings, concerning this Contract shall be the CONTRACTOR's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

23. CERTIFICATION REGARDING USE OF FUNDS

By execution of this Contract, CONTRACTOR certifies that it will use the funds provided in accordance with the description of the scope of services described in Paragraph 2. Failure to do so will result in a breach of contract and COUNTY may pursue any available remedies.

Within ninety (90) days of completing the scope of services, CONTRACTOR shall report back to the Commission and provide receipts evidencing fund expenditures for its services.

24. COUNTY'S NAMING POLICY

CONTRACTOR understands and acknowledges that pursuant to County 08-17, no facility funded in whole or in part, by the County of San Bernardino shall be named after any elected official at the local, State or Federal level who is serving as such at the time the facility is named. Absent significant overriding facts and circumstances, facilities should not be named after any elected person unless the individual has not served in elected office for a period of three years. It is also the policy of the Board of Supervisors that no third party sponsored function, event or activity funded in part by the County shall be named for a currently serving member of the Board of Supervisors. No signage (permanent or temporary) relating to a facility funded in whole or part by the County shall contain the name of the currently serving member of the Board of Supervisors in whose district the facility is located, provided however, that the names of the entire membership of the Board may be set forth on the signage.

25. AMENDMENTS: VARIATIONS

This writing, with attachments, embodies the whole of the Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, any changes to or variation in the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

26. INVALID CONDITIONS

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Contract shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the Contract shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

27. BINDING INTEREST

This Contract shall be binding on the parties, successors in interest, heirs and assigns.

28. SEVERABILITY

If any provision of this Contract shall, to any extent, be deemed to be invalid or unenforceable, the remainder of the Contract shall not be affected, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.

29. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:


30. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year written below.

COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By  \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Supervisors  
Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
*Deputy*

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
\_\_\_\_\_  
County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
\_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
\_\_\_\_\_  
Department Head  
Date \_\_\_\_\_