

**California Department of Conservation  
Guidelines and Application for:  
2020 Resource Conservation District  
Financial Assistance Program Grants**

**April 2020**



For questions about this solicitation, please contact the Department by email at:  
[rcd@conservation.ca.gov](mailto:rcd@conservation.ca.gov)

(Cover)

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## At-A-Glance

### Program

This solicitation is to fund capacity building activities for Resource Conservation Districts.

### Funding Source

This program is funded with an appropriation from the State General Fund.

### Critical Dates (proposed, subject to change)

Draft Solicitation released for comment – March 6, 2020

Close public comment period – March 27, 2020

Solicitation Notice and Application released — April 30, 2020

Applications due — June 25, 2020

Awards Announced— July 23, 2020

### Contact for Questions

Department of Conservation  
Division of Land Resource Protection  
Jenny Di Stefano  
jenny.e.distefano@conservation.ca.gov  
(916) 324-0774

## Section 1: Introduction and Program Summary

### Background

Resource Conservation Districts (RCDs) are special districts that provide a critical link between state agency programs, federal agency programs and landowners. In 2014, the California Association of RCDs (CARCD) adopted the RCD Vision and Standards to set performance standards for all RCDs.

This solicitation is intended to build on state natural resource objectives accomplished in the Department's 2017 Financial Assistance Program (FAP) grants. Additional RCD capacity building activities will be funded through this solicitation. The initial grants demonstrated that funding for capacity building activities, consistent with the RCD Vision and Standards, increased the capability of RCDs to successfully implement state's resource goals locally.

Consistent with the CARCD Vision and Standards, assistance funding will help RCDs become more relevant, excellent, and visible by building capacity. Capacity building is an investment in the effectiveness and future sustainability of an organization. While this funding is an initial investment in RCD capacity, the growth, effectiveness and sustainability of an RCD is ultimately the responsibility of the organization. RCDs with a higher performance capacity have a greater ability to serve their community and address local and state resource concerns. Increasing the effectiveness of RCDs will result in additional resource conservation and management both locally and throughout the state.

This solicitation is designed to provide the information necessary for RCDs to successfully complete a grant application.

### **Funding Availability**

A total of \$135,000 is available through this round of funding.

The minimum funding per grant will be \$15,000, the maximum will be \$25,000 per grant.

### **Objectives**

This funding will help RCDs develop and support projects and programs that build RCD capacity and improve performance as outlined in the RCD Vision and Standards document available on the CARCD website at <https://carcd.org/our-work/rcd-resource-library/>

Projects funded under this solicitation must:

- Increase an RCDs capacity through:
  - a. Fundraising
  - b. Planning
  - c. Partnership development
  - d. Community education and outreach
  - e. Improving RCD operational efficiency
- Align with the CARCD Visions and Standards

### **Contacts**

For questions about this solicitation, please contact the Department's RCD Assistance team by email to [rcd@conservation.ca.gov](mailto:rcd@conservation.ca.gov).

## **Section 2: Eligible Applicants and Project Types**

### **Eligible Applicants**

Eligible applicants are resource conservation districts that qualify for grant funding under Public Resources Code section 9084.

### **Eligible Projects**

#### **Minimum Eligibility Requirements**

Minimum eligibility requirements for all projects funded under this solicitation can be found in Section 4.

### **Project Types**

The following four project types and associated activities are eligible for funding under this solicitation:

- A. Fundraising activities including:
  - Grant writing

- Developing a donation program
- Fundraising strategy development
- Fee-for-Service Program development
- Other fundraising activities

B. Capacity development activities including:

- Planning
- Board and staff training
- Policy development
- Succession planning
- Partnership development

C. Education and outreach activities including:

- Developing/implementing conservation education program(s)
- Holding conservation workshops
- Day in the District events
- District tours
- Website development or upgrades
- Creating outreach materials (e.g., videos, publications)

D. Consolidation and reorganization

### **Eligible Costs**

Only eligible costs incurred during the grant agreement term that are related to the project will be reimbursed. All eligible costs must also be reasonable and supported by appropriate documentation to be reimbursed.

The eligibility requirements for reimbursement also apply to match funding. If an expenditure is unallowable for reimbursement, it cannot be counted as match.

### **Reasonable Costs**

For an eligible cost to be considered reasonable, the cost, in its nature and amount, must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of project.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this project.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

### **Direct Costs**

1. Staff, consultant and contractors' hourly rate for eligible activities listed above.
2. Travel. Eligible travel costs are limited to a maximum of \$2,000 and can only be used for in-state travel necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:
  - Accommodation-related travel costs: maximum reimbursement rates based on rates in-effect at the time of travel as shown at: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>, with no option for approval of an "excess lodging rate."
  - Rental car costs or personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: [www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx](http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx).
  - Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
  - No other travel-related costs will be reimbursed through this grant program.

### **Indirect Costs**

Eligible indirect costs may include those costs incurred by the grantee to administer the grant, such as:

- Office space
- Utilities not at project site for purposes of project
- Legal or management oversight
- Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

The funding will pay for eligible in-direct costs of up to 20% of the total requested amount. These costs must be listed clearly in the budget.

### **Ineligible Costs**

Common examples of ineligible costs are:

- Costs associated with ineligible projects or activities or not related to the funded project
- Costs that occur outside the Grant Agreement term
- Meals, incidentals, tips, per diems, or refreshments for meetings or travel
- Incentive/participation gifts
- Office supplies and office equipment

- Costs for CEQA or NEPA completion
- Insurance not listed above
- Out of state travel
- Purchase of vehicles
- Purchase of real estate
- Construction materials
- Heavy equipment rental

## **Match Funding**

In accordance with Public Resources Code section 9084(b)(3), applicants are required to provide at least a 25% match, of which 40% shall be provided in cash the remainder may be provided in cash or in kind. The Department will give preference in awarding grants to those districts that provide a greater percentage of local match funding than the minimum required by this paragraph.

### **Section 3: Project Priorities**

This solicitation is intended to fund activities that will increase an RCDs ability to effectively address state natural resource issues on a local basis. Please use the narrative portion of the application to explain how proposed activities will increase RCD capacity.

### **Section 4: Application, Selection, and Award**

#### **Application Materials and Submission**

The application template is provided in Appendix D and is available separately on request. Applicants should familiarize themselves with the Guidelines and this solicitation notice prior to completing the application.

Applicants must submit all required application materials via email to [rcd@conservation.ca.gov](mailto:rcd@conservation.ca.gov). Applications must be received digitally by 11:59 p.m. on the date due.

Incomplete applications, applications that don't meet all the eligibility criteria, and applications not received by the deadline will not be evaluated for funding.

Each applicant will receive an acknowledgement upon the Department's receipt of their application.

The schedule for this solicitation is provided in the "At-A-Glance" section of this solicitation. The schedule is subject to change.

Details, documents, and any other materials related to this program, such as applications, grant agreements, reports, expenditures, photos, are public records that may be publicly released in accordance with the California Public Records Act (Cal. Gov. Code Section 6250 et seq.).

## Application Review Process

Applications will be evaluated and scored by Department of Conservation and a review panel comprised of individuals with appropriate qualifications, collectively "reviewers."

### Eligibility Criteria

Below are the Eligibility Criteria upon which each proposal will be evaluated. Applications must receive a 'yes' on all eligibility criteria to be considered for funding under this solicitation.

### Eligibility Criteria

Applicant is an eligible applicant: Y/N

1. Is a resource conservation district Y/N
2. Has a current annual and long-range work plan in compliance with PRC section 9413 Y/N
3. Convenes regular meetings in accordance with Government Code section 54950 et seq. (Brown Act) Y/N
4. Includes a minimum of 25% local match with at least 40% of that amount provided in cash Y/N

Proposal is an eligible project type Y/N

Applicant requests at least the minimum grant award Y/N

CEQA compliance for the project has been completed if applicable Y/N

Application is complete and was received by the deadline Y/N

### Selection Criteria

After confirming that the application is eligible, application reviewers will evaluate each project using the Selection Criteria outlined below.

Selection Criteria	Points
<b>Applicability to Program Objectives.</b> The extent to which the proposal aligns with the objectives stated in the program Guidelines and this solicitation. In evaluating this criterion, the Department may consider whether the proposal includes a clear description of the project's primary objectives and evidence that the proposal is based on the best available information relevant to the proposal.	/25
<b>Demonstration of Need.</b> The extent to which to proposal demonstrates need. In evaluating this criterion, the Department may consider the extent to which the RCD demonstrates a need for the project and supporting documentation such as the RCD annual budget.	/20
<b>Sustainability.</b> The extent to which the application demonstrates benefits will be sustained after the life of the grant.	/20
<b>Schedule and Deliverables.</b> The extent to which the proposed schedule aligns with the proposal's objectives; demonstrates the sequence and timing of project tasks, milestones, and deliverables; and is sufficiently	/15

detailed and reasonable. In evaluating the significance of public benefits identified, the Department may consider the feasibility of completing the project within the proposed timeline.	
<b>Budget.</b> The extent to which the proposed budget is appropriate for the work proposed, is cost effective, and is sufficiently detailed to describe project costs. The Department may consider the feasibility of completing the project within the proposed budget.	/10
<b>Cost Share.</b> The extent to which the application leverages funding above the required match. Applicants that provide greater match will receive more points.	/5
<b>Public Benefits.</b> The extent to which the application provides significant public benefits to the State not already addressed elsewhere in the scoring criteria. In evaluating the significance of benefits identified, the Department may consider the extent of the documentation provided by the applicant relative to the proposed benefits.	/5
<b>Total proposal points/Total possible points</b>	/100

## Grant Awards and Execution

### Project Selection

The projects and selection scoring will be presented to the Director of the Department who will consider the comments and recommendations of the reviewers and make the final funding decision. The Director of the Department will make the final determination as to which projects are approved for award. The Department will notify applicants within a month of the Director's determination as to whether their project was approved for funding.

Eligible projects will be presented to the Director in ranked order based on the amount of points received during the selection criteria evaluation. The Director may consider the following when making awards:

- Selection criteria ranking
- The extent to which projects meet the priorities outlined in the Project Priorities section of this solicitation
- The extent to which projects meet the program preferences outlined in Section 3 of the Guidelines
- The availability of funds
- The program purposes
- The balance and distribution of funding among program priorities, project types, and/or geographic area.

## **Section 5: Grant Approval and Implementation**

### **Grant Awards**

Grants will be awarded in accordance with the process set forth above. Successful applicants will work with an assigned Department grant manager to finalize their grant agreement.

### **Grant Agreements**

All grantees will be required to enter into a grant agreement with the Department of Conservation. Grantees work with an assigned grant manager to develop their grant agreement. Grant agreements will not be executed until authorized by the Department of Conservation and will be effective upon execution by the Department of Conservation's authorized signatory. The Department may require modifications to project in the grant agreement.

### **Responsibility of the Grantee**

The grantee will be responsible for carrying out the project and for managing finances, including invoicing; payments to contractors, subcontractors, and suppliers; accounting and financial auditing; and other project management duties such as monitoring and reporting requirements.

### **Invoicing and Payments**

Funds cannot be disbursed until there is a fully executed grant agreement. Expenses incurred prior to full execution of a grant agreement are not eligible for payment.

### **Reimbursement**

Grant agreements will be structured to provide for payment in arrears of work performed.

### **Loss of Funding**

Actions of the grantee that may lead to suspension or cancellation of the grant agreement include, but are not limited to:

- Failure to execute an agreement within six months of receiving an official funding notification.
- Withdrawal from the grant program prior to completion of the work plan.
- Failure to submit required documentation within the time periods specified in the grant agreement.
- Change in project scope, schedule, or budget without prior approval.
- Failure to complete the project within the grant agreement term.
- Failure to demonstrate enough progress toward deliverables based on milestones outlined in the work plan.
- Failure to comply with applicable laws or grant requirements.

### **State Audits**

Projects are subject to audit by the state annually and for three (3) years following the final payment of grant funds. If the project is selected for audit, the grantee will be contacted in

advance of the audit. The audit will include all books, papers, accounts, documents, or other records of grantee, as they relate to the project. All project expenditure documentation should be available for an audit, whether paid with grant funds or other funds.

The grantee must have project records, including source documents and evidence of payment, readily available and must provide an employee with knowledge of the project to assist the auditor. The grantee must provide a copy of any document, paper, record, or other such material requested by the auditor.

## **Accounting Requirements**

Grantees must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and timecards, evidence of payment, etc.
- Provides accounting data so the total cost of each individual project can be readily determined; and,
- Maintains records for a period of three (3) years after final payment is made by the state. Grantee must retain all project records at least one (1) year following an audit.

## **Section 6: General Requirements**

### **Confidentiality**

Once the application has been submitted, any privacy rights, as well as other confidentiality protections afforded by law with respect to the application package may be waived. All applications, communications, or other documentation received by Department of Conservation are subject to the Public Records Act (Government Code Section 6250, et seq.).

### **Conflict of Interest**

All applicants and individuals who participate in the review of submitted applications are subject to applicable conflict of interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through these guidelines. Applicants should also be aware that certain local agencies may submit applications that will compete for funding. Failure to comply with the conflict of interest laws, including business and financial disclosure provisions, will result in rejection of the application and any subsequent grant agreement being declared void. Other legal actions may also be taken.

## **Compliance with Laws**

Activities funded under these guidelines must be in compliance with applicable laws and regulations, and applications may include in their budgets the funding necessary for compliance-related tasks. As part of the application, applicants must identify any expected required permits, state whether they have received the required permits or describe the process through which the permits will be obtained and indicate which permits could significantly delay project implementation.

## **Environmental Compliance**

Activities funded pursuant to these Guidelines must be in compliance with applicable environmental laws and regulations, including the California Environmental Quality Act, National Environmental Policy Act and other environmental permitting requirements. Applicants must consider whether their proposed project will trigger the need for an initial study, or whether a CEQA exemption applies. How CEQA applies and the status of CEQA compliance must be addressed in the grant application.

## **Prevailing Wage**

Grants awarded consistent with these Guidelines may be subject to prevailing wage provisions of the California Labor Code commencing with section 1720. Any questions of interpretation regarding the California Labor Code should be directed to the Director of the Department of Industrial Relations, the state department having jurisdiction in these matters. For more details, please refer to the Department of Industrial Relations website.

### **Appendix A: Environmental Compliance (If Applicable)**

Prior to submission of an application, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with Public Resources Code section 21000) and California Code of Regulations Title 14 section 15000 et seq. ["CEQA"].

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State reviewing an application for a proposed project, one of the following must be submitted.

- a. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program. \*
- c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and

reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse responses received by the applicant. \*

\*For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

- d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

Pursuant to section 75102 of the Public Resources Code, before the adoption of a Negative Declaration or Environmental Impact Report, the lead agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native American Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.

## **Appendix B: Application**

This is the application for 2020 RCD Financial Assistance Program Solicitation.

### **Application instructions**

- Each application must contain all of the materials listed in the checklist below.
- Materials should be presented in the order indicated on the checklist.
- Please complete all materials using an easy-to-read font, 11 point or larger.
- In the header or footer of each page of the application, applicants must include: (1) name of applicant and (2) sequential page numbers.
- Materials not specifically requested (e.g., press clippings or brochures) will not be considered during the evaluation.

1. Cover Sheet\_\_\_\_
2. Project Narrative\_\_\_\_
3. Applicant Eligibility\_\_\_\_
4. Work Plan\_\_\_\_
5. Budget\_\_\_\_
6. CEQA Documentation, if applicable\_\_\_\_
7. Authorizing Resolution from Governing Body\_\_\_\_
8. Payee Data Record (STD 204)\_\_\_\_

## Cover Sheet

### General Information

Project Title:

Project Location (County and Nearest City):

### Project Funding

Grant Request Amount (\$15,000 minimum and \$25,000 maximum):

Match Amount:

Total Estimated Project Cost:

### Applicant Information

Applicant Name:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

**Annual and Long Range Plan Certification, by checking the lines below, the applicant certifies that the RCD has adopted the following plans in compliance with Public Resources Code Section 9413:**

\_\_\_ Current District Annual Work Plan, PRC Section 9084 requirement

\_\_\_ Current District Long Range Work Plan, PRC Section 9084 requirement

I have read the attached application and I am authorized to submit it on behalf of the Resource Conservation District.

---

Authorized Signatory

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Date Signed

## **Project Narrative (2-page maximum)**

This section will provide a brief overview of:

- 1) **Executive Summary:** Include a description of the work for which the financial assistance is sought. Briefly highlight the major components of the work plan including a short description of the objective(s). Smaller efforts may have only one objective, while more complex efforts could have more. Briefly describe how this work will help the RCD fulfill an unmet need.
- 2) **Capacity Building:** Describe how the RCD's planned activities will build capacity to accomplish RCD long range work plan goals and meet state natural resource goals locally. Identify any of the project priorities described in Section 3 that the RCD will use this funding to accomplish.
- 3) **Benefits:** Describe how these activities will benefit agricultural and natural resources in California, build the RCD's operational functionality, and/or build the RCD's technical capability. Provide an explanation of the public or private need for the work, including, but not limited to, any information demonstrating the urgency of these activities.
- 4) **Sustainability:** Describe how this work will be sustained beyond the funding period.

## **Applicant Eligibility**

To demonstrate eligibility, lead applicants must provide all the following to demonstrate compliance with Public Resources Code section 9084:

- Certification of current annual plan compliant with Public Resources Code section 9413.
- Certification of the applicant's current long-range work plan that reflects input from local agencies and organizations regarding land use and resource conservation goals compliant with Public Resources Code section 9413.
- Copies of meeting notices and minutes from six most recent meetings, including special meetings. Applicants with a website may provide the link to their website if that website contains the same information. All meetings must comply with open meeting requirements of Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code and the requirements of Division 9 of the Public Resources Code.
- Description of at least two sources of local support funding, which may include funding from in-kind contributions and services. The local support funding must cover at least 25% of the total project cost. At least 40% of the local support funding provided must be in cash.

## **Work Plan**

Applicants must provide a detailed work plan that specifies the tasks and subtasks that will be performed during the grant term.

The work plan will also include a schedule of target completion dates, cost estimates, and a list of deliverables to be provided as proof of project completion. The schedule should be of sufficient detail to allow assessment of the progress through the work plan at regular intervals.

Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

<b>TASK 1</b>	<b>Timeline [Start and End Date]</b>	<b>Deliverables</b>	<b>Total Requested Grant Funds</b>
Subtask A: Subtask B: Subtask			\$
<b>TASK 2</b>			
Subtask A: Subtask B: Subtask			\$
<b>TASK 3</b>			
Subtask A: Subtask B: Subtask			\$
<b>TASK ...</b>			
Subtask A: Subtask B: Subtask			\$
		<b>GRAND TOTAL</b>	

## Budget

Applicants must provide a budget broken down by cost type and by task. Cost estimates should be consistent with the work plan. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement.

Budget Item	Description	Units (if applicable)	Rate (if applicable)	Program Reimbursement Maximum Request	Grantee Match	Total
<b>A. Fundraising</b>						
(Job title/Classification/Role/ Equipment/Materials)		(# hours)	(\$/hour)			
	Task Number			\$		\$
	Task Number			\$		\$
	Task Number			\$		\$
	Task Number			\$		\$
<b>B. Capacity Development</b>						
(Job title/Classification/Role/ Equipment/Materials)		(# hours)	(\$/hour)			
	Task Number			\$		\$
	Task Number			\$		\$
	Task Number			\$		\$
	Task Number			\$		\$
<b>C. Education and Outreach</b>						
(Job title/Classification/Role/ Equipment/Materials)		(# hours)	(\$/hour)			
	Task Number			\$		\$
	Task Number			\$		\$
	Task Number			\$		\$
	Task Number			\$		\$

<b>D. Consolidation and Reorganization associated costs</b>					
		(# hours)	(\$/hour)		
Job title/Classification/Role	Task Number		\$		\$
LAFCO Fees	Task Number		\$		\$
Other Costs	Task Number		\$		\$
	Task Number		\$		\$
<b>E. Project Management</b>					
(Job title/Classification/Role)		(# hours)	(\$/hour)		
	Task Number		\$		\$
	Task Number		\$		\$
	Task Number		\$		\$
	Task Number		\$		\$
<b>F. Travel</b>					
		(e.g., # miles)	(e.g., \$/miles)		
			\$0.575	\$	\$
			\$0.575	\$	\$
			\$0.575	\$	\$
			\$0.575	\$	\$
<b>Subtotal (A-F above)</b>					
<b>G. Indirect Costs</b>					
		(unit)	(\$/hour)	\$	\$
				\$	\$
<b>Total</b>					

## **CEQA Documentation, if applicable**

Applicants must provide proof that the lead agency has met the environmental compliance requirements outlined in Appendix A of the solicitation.

## **Authorizing Resolution from Governing Body**

Applicants must submit a signed Resolution of Support adopted by the RCD's board that evidences authority to submit the application and, if awarded funding, to enter into and perform under the terms of the template Grant Agreement (Appendix C).

The resolution must:

- Authorize the submittal of the grant application for a 2020 RCD Financial Assistance Program grant.
- Certify that the Applicant understands the assurances and certification in the application,
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, payment requests, if the project is awarded funding.

## **Payee Data Record**

Applicants must complete the payee data record (fillable PDF format) with all appropriate tax information.

Form can be found at:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> . Enter STD 204 into the Form # field and select "contains" for the current version.

## Appendix C: Grant Agreement Template

State of California - Department of Conservation <b>GRANT AGREEMENT DOC6</b> <b>(revised 12/18)</b>		GRANT AGREEMENT NUMBER:  FI\$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee")		
2. The Grant Agreement Term is:	From (Or upon execution of this Grant Agreement by both parties, whichever is later)	through
3. The maximum amount of this Grant Agreement is:      \$		
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits and attachments which are part of the Grant Agreement:		
Exhibit A, Scope of Work		Page(s)
Attachment 1: Project Location Map		Page(s)
Attachment 2: Authorized Signatory Form		Page(s)
Attachment 3: Work Plan		Page(s)
Attachment 4: Final Report		Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
Attachment 5: Budget Detail Worksheet		Page(s)
Attachment 6: Invoice		Page(s)
Exhibit C, General Terms and Conditions		Page(s)
Exhibit D, Special Terms and Conditions		Page(s)
Attachment 7: Invoice Dispute Notification Template		Page(s)
Exhibit E, Award Letter		Page(s)
Exhibit F, Guidelines		Page(s)
<b>IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.</b>		
<b>GRANTEE</b>		
GRANTEE'S NAME		
BY (Authorized Signature) 		DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
Agency Name: Department of Conservation		
BY (Authorized Signature) 		DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

## **Exhibit A, Scope of Work**

### **1. 2020 RCD Financial Assistance Program Background**

Resource Conservation Districts (RCDs) are special districts that provide a critical link between state agency programs, federal agency programs and landowners. RCDs help implement many programs that are critical to the state's natural resources. While this program's funding is an initial investment in RCD capacity, the growth, effectiveness and sustainability of an RCD is ultimately the responsibility of the organization. RCDs with a higher performance capacity have a greater ability to serve their community and address local resource concerns. Increasing the effectiveness of RCDs will result in additional resource conservation and management both locally and throughout the state.

Funding for this Grant is available from the state general fund, which allocated \$135,000 to the Department for this purpose.

### **2. The Project is Defined by the Application and Award Letter**

The Department released the final Guidelines and Application for 2020 RCD Financial Assistance Program Grants on (DATE), 2020 (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and the Department awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit E). The tasks necessary to complete the work are described in the Workplan (Attachment 2 specifically). This will be referred to as the "Project" throughout this Agreement.

### **3. Authorized Signers**

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

#### 4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

\* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission (Exhibit A, Section 6).

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

#### 5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, described in the Work Plan (Attachment 3), the plans and specifications and in accordance with the Budget Detail Worksheet (Attachment 5), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice (Attachment 6) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, regulations, permits applicable to this Grant Agreement and performance of the work.

- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

## 6. Document Submission

### A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

### B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation  
Division of Land Resource Protection  
Attn: [Grant Manager]  
801 K Street, 14th Floor, MS 14-15  
Sacramento, CA 95814

## 7. Reporting Requirements

When the Project is completed, Grantee must submit a Final Report (Attachment 4) with the last invoice. To complete and submit the Final Report:

- A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Exhibit D, Section 5.
- B. Use the Final Report Template, which is attached as Attachment 9.
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 2).
- D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

**Attachment 2: Authorized Signatory Form**

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

**Grantee Authorized Signatory:**

**Name:** : \_\_\_\_\_ **Title:** \_\_\_\_\_

*(Type or Print Name)*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Delegated Authorized Signatories:**

1. **Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*(Type or Print Name)*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Document(s) Authorized to sign:** ☐ All Grant Related Documents **or** ☐ Grant Agreement

☐ Grant Amendments ☐ Budget Amendments ☐ Reports  
☐ Invoices ☐ Other \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ *(Type or Print Name)*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Document(s) Authorized to sign:** ☐ All Grant Related Documents **or** ☐ Grant Agreement

☐ Grant Amendments ☐ Budget Amendments ☐ Reports  
☐ Invoices ☐ Other \_\_\_\_\_

[Work plan submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

Final Report	Date Submitted:
Grantee Name:	Grant Number:
Project Name:	

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Provide a list of project accomplishments.
3. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
4. Describe and explain any differences between the planned results, as listed in the Work Plan (Attachment 3), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
5. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
6. Attach any relevant documents to this report, including pre- and post-project photographs, as-built designs, and the final management plan. If the documents cannot be sent electronically, notify the Grant Manager.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

**Name:** \_\_\_\_\_  
(Type or Print Name)

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Exhibit B, Budget Detail and Payment Provisions**

### **1. Payment**

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work performed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
- C. The required match ratio must be met by the completion of the Project. The Department is entitled to withhold funds or be reimbursed funds from the Grantee such that the ratio is met.
- D. All invoices and reports must be submitted within 45 days of the Project end date. Invoices received after that date will be paid only if the funding remains available. All applicable rush processing fees will be deducted from the invoice.
- E. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- F. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- G. For cost principles, see Exhibit B, Section 5.

### **2. How to Submit Invoices**

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- C. A request for payment shall consist of:
  - i. The Invoice (Attachment 6) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
  - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 5).
  - iii. Supporting documentation for reimbursement of funds.
- D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).
- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

### **3. Invoice Dispute**

In the event of an invoice dispute, see Exhibit D, Section 5.

#### **4. Budget Contingency Clause**

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

#### **5. Cost Principles**

- A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

#### **6. Travel Reimbursement**

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

- A. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in the Guidelines (Exhibit F) and Solicitation (Exhibit G).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 5) and are tied to tasks and deliverables in the Work Plan (Attachment 3).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

#### **7. Budget Modifications**

- A. Grantee must keep the Budget Detail Worksheet (Attachment 5) up to date.
- B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in Exhibit B, Section 8.

## 8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
  - i. Changes to the Authorized Signatory Form (Attachment 2). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
  - ii. Changes to project representatives, see Exhibit A, Section 4.
  - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see Exhibit B, Section 7.
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
  - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
  - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
  - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
  - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

**Attachment 5, Budget Detail Worksheet**

[Budget detail worksheet submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

## Attachment 6, Invoice

Department of Conservation

Date: \_\_\_\_\_

Division of Land Resource Protection

Email required invoice documents to: Grant Manager

		Invoice Number:
Grantee Name:		Grant Number:
Project Name:		
Invoice Period	(Start Date)	(End Date)

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Travel					
Current Total					
Cumulative Total					
Allocated Total					

Cost Category	Total
Grant Administration	
Indirect Costs	
Cumulative Total	
Allocated Total	

Work Plan Task #	Description of Work Completed
	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

**Status Update**

Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

**CERTIFICATION:** By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

## **Exhibit C, General Terms and Conditions**

### **1. Approval**

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

### **2. Amendment**

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

### **3. Assignment**

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

### **4. Records Retention**

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

### **5. Audit**

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to three years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the

penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

## **6. Indemnification**

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

## **7. Disputes**

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

## **8. Independent Grantee**

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

## **9. Non-Discrimination Clause**

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

## **10. Timeliness**

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

## **11. Governing Law**

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

## **12. Unenforceable Provision**

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

## **Exhibit D, Special Terms and Conditions**

### **1. Compliance with Laws and Regulations**

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act and Prevailing Wage are met in order to carry out the terms of this Grant Agreement.

### **2. Subcontractors**

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Attachment 5) and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **3. No Third-Party Beneficiaries**

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

### **4. Dispute Resolution**

#### **A. Invoice Disputes**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 7) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
  - The Grant Agreement number
  - A complete description of the basis for the dispute
  - Legal authority or pertinent facts, supporting arguments and documentation
  - Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation  
Division of Land Resource Protection  
Attn: Division Director  
801 K Street, 14th Floor, MS 14-15  
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
  - The decision made
  - An explanation for the decision

- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

## **5. Termination**

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

## **6. Waiver of Rights**

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

## **7. Insurance Requirements**

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
  - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code Section 3700 et seq.).
  - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

## **8. Stop Work**

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

## **9. Publicity**

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation with funds from the California Drought, Water, Parks, Climate Coastal Protection and Outdoor Access for All Act of 2018."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

## **10. Drug-Free Workplace Certification**

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available counseling, rehabilitation, and employee assistance programs.
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
  - i. Receive a copy of the company's drug-free workplace policy statement.
  - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code Section 8350 et seq.).

## **11. Americans with Disabilities Act**

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

## **12. Air/Water Pollution Violation Certification**

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

- i. Original Cost

Non-expendable equipment so inventoried are equipment items that have a normal life expectancy of one year or more with an approximate unit price of \$5,000 or more. In addition, items of equipment that are prone to theft, loss, and misuse and may contain sensitive data costing less than \$5,000 must be inventoried.

The Equipment Inventory Record must be updated annually and upon request.

## Attachment 7, Invoice Dispute Notification Template

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- |  |  |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement                  |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date       |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion   | <input type="checkbox"/> Invoice submitted without using required templates        |
| <input type="checkbox"/> Insufficient supporting document for reimbursement          | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source      |
| <input type="checkbox"/> Other not listed above:                                     |  |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
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RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
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