

State of California - Department of Conservation  
**GRANT AGREEMENT DOC6**  
**(revised 12/18)**

GRANT AGREEMENT NUMBER:  
**3019-704**  
FI\$Cal NUMBER:

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and City of Fresno ("Grantee"):

2. The Grant Agreement Term is: From through March 31, 2021  
(Or upon execution of this Grant Agreement by both parties, whichever is later)

3. The maximum amount of this Grant Agreement is: \$133,333.00

4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:

Exhibit A, Scope of Work	4 Pages
Attachment 1: Authorized Signatory Form	1 Pages
Attachment 2: Work Plan	3 Pages
Attachment 3: Final Report	2 Pages
Exhibit B, Budget Detail and Payment Provisions	4 Pages
Attachment 4: Budget Detail Worksheet	1 Pages
Attachment 5: Invoice	2 Pages
Attachment 6: Invoice Dispute Notification Template	1 Pages
Exhibit C, General Terms and Conditions	3 Pages
Exhibit D, Special Terms and Conditions	5 Pages

**IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.**

**GRANTEE**

GRANTEE'S NAME

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

Agency Name: Department of Conservation

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING  
Clayton Haas, Assistant Director

ADDRESS

801 K Street, MS 22-11, Sacramento, CA 95814

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## Exhibit A, Scope of Work

### 1. Transformative Climate Communities Program Background

The Strategic Growth Council and City of Fresno ("Grantee") entered into Grant Agreement SGC18119 on April 5, 2019 for Grantee to implement the TRANSFORM FRESNO project ("TCC Project"), which was approved by the Strategic Growth Council at its January 29, 2018 meeting.

Both Public Resources section 75242(b) and the Transformative Climate Communities Program Guidelines, approved for release on August 23, 2017 and as amended on October 23, 2017, require the Strategic Growth Council to provide the Grantee with technical assistance providers to assist in the implementation of the TCC Project.

The Department of Conservation ("Department"), acting on behalf of the Strategic Growth Council and in accordance with the Guidelines, enters into this Grant Agreement with Grantee for funding to retain technical assistance providers to assist in the implementation of the TRANSFORM FRESNO project. The Department and Grantee are collectively referred to as "Parties."

### 2. Eligible Technical Assistance Activities

#### A. Scope of Work

These funds must be used to assist the Grantee and partners in successfully carrying out the TCC Project implementation. The Technical Assistance provider will perform the work set forth in [Attachment 2](#). This will be referred to as the "Technical Assistance" throughout this Agreement.

Eligible Technical Assistance activities for hired staff or contractors include, but are not limited to, the following:

- i. Technical support for implementation of the TCC Project, such as providing subject area expertise;
- ii. Project management support to oversee progress of projects and plans implementation, and/or developing processes to collect indicator tracking data and reimbursement documents;
- iii. Liaison communications between Grantee and the Department, the Strategic Growth Council, and the California Air Resources Board ("CARB"); and
- iv. Identifying other resources for projects that could complement the TCC program objectives, such as attracting investors to the TCC Project area or applying for other grant opportunities in the TCC Project area.

#### B. Qualifications for Technical Assistance Provider

The Technical Assistance provider must possess expertise necessary to provide technical assistance in the areas of need defined by Grantee in the work plan.

C. Hiring Procedures

Grantee must adhere to its own internal hiring processes when posting for Technical Assistance staff positions or comply with its own competitive bidding and sole sourcing requirements for hiring a contractor.

To ensure that the Technical Assistance provider will have the necessary qualifications to perform the duties required under this Grant Agreement, Grantee will consult with the Strategic Growth Council in development of the duty statement or scope of work used to hire the Technical Assistance provider.

Grantee will not be reimbursed for Technical Assistance providers that were hired if the Strategic Growth Council was not consulted with for the development of the duty statement/scope of work.

D. Trainings

Grantee agrees to require that the Technical Assistance provider participate in tailored trainings provided by the Department or the Strategic Growth Council that will provide information on TCC Program goals, expectations of the outcome, other available state funding sources, and the reimbursement process.

E. Grant Term

All work must be completed no later than February 28, 2021; the Department will not reimburse Grantee for costs or expenses incurred thereafter. The final invoice must be submitted no later than March 31, 2021.

**3. Authorized Signatories**

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. Representatives**

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

**Department**

Name	Title	Phone Number	Email
Elena Davert	Grant Manager*	916-324-0871	Elena.Davert@conservation.ca.gov

\* 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
Courtney Espinoza	Transform Fresno Program Implementation Manager	559-621-7913	Courtney.Espinoza@fresno.gov

Department and Grantee must keep the representative(s) up to date. Any changes to the 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 Technical Assistance.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).
- C. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- F. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- G. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- H. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- I. 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**

- A. When the Technical Assistance is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:
- i. 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](#).
  - ii. Use the Final Report Template, which is attached as [Attachment 3](#).
  - iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
  - iv. 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 Technical Assistance.

### Attachment 1: 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: \_\_\_\_\_  
(Type or Print Name)

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

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

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

---

#### Delegated Authorized Signatories:

1. Name: \_\_\_\_\_  
(Type or Print Name)

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

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

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

#### Document(s) Authorized to sign:

- All Grant Related Documents **or**  Grant Agreement
- Grant Amendments  Budget Amendments  Reports
- Invoices  Other \_\_\_\_\_

---

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

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

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

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

#### Document(s) Authorized to sign:

- All Grant Related Documents **or**  Grant Agreement
- Grant Amendments  Budget Amendments  Reports
- Invoices  Other \_\_\_\_\_

**Attachment 2: Work Plan**

The Technical Assistant Grant funding will be utilized to hire a Displacement Avoidance Plan (DAP) Consultant to conduct research and data collection to analyze displacement vulnerabilities specific to the Transform Fresno Project Area. The consultant will work with the Grantee and the Anti-Displacement Task Force to provide a report to the community and City government with findings and recommendations for policy development to mitigate potential displacement vulnerabilities. Grant funding will also provide one-on-one technical assistance sessions for local business development and retention along with Business Development Workshops located in the Transform Fresno Project Area to educate owners on marketing strategies, business plan development, and human resource assistance.

TASK 1: Hire DAP Implementation Consultant	Deliverables and Performance Measures	Timeline [Start and End Date]
<p><b>Subtask A:</b> Release Request for Quotation (RFQ) for DAP Implementation Consultant</p> <p><b>Subtask B:</b> Hold interviews for DAP Implementation Consultant</p> <p><b>Subtask C:</b> Execute a contract between the City of Fresno and the DAP Implementation Consultant</p>	<p>A: RFQ Document</p> <p>B: Selection of Consultant</p> <p>C: Consultant Services Contract</p>	<p>Months 1 - 3</p>
TASK 2: Oversee Consultant Services		
<p><b>Subtask A:</b> Work with the Anti-Displacement Task Force to determine what types of data sets and/or vulnerability analysis are needed</p> <p><b>Subtask B:</b> Gather quantitative data representative of overall displacement vulnerability within the Transform Fresno Project Area</p> <p><b>Subtask C:</b> Conduct 1 Community Based Informational Workshop explaining the pros and cons of rent control and overall displacement vulnerability</p> <p><b>Subtask D:</b> Complete an Analysis Report of all data that is gathered and provide it to the public</p> <p><b>Subtask E:</b> Conduct a presentation for the Anti-Displacement Task Force and a workshop for the Fresno City Council</p>	<p>A: List of Data Sets</p> <p>B: Report of Data Collection and Analysis</p> <p>C: Information flyer, agenda, recording, subject matter expert information for the workshop</p> <p>D: Analysis Report</p> <p>E: Presentation, Workshop, Sign-in sheets</p>	<p>Months 4 - 14</p>



<b>TASK 3: Business Development One-on-One Sessions</b>		
<b>Subtask A:</b> Work with business development agencies to provide technical assistance to 10 existing businesses in the TCC Project Area as a part of the DAP	Technical Assistance strategy information, List of businesses that participated, success stories	Months 1 - 14
<b>TASK 4: Business Development Workshops</b>		
<b>Subtask A:</b> Work with business development agencies to provide 2 Business Development Workshops per year, to develop marketing strategies, business planning, etc.	Agenda, Workshop materials, Sign-in sheets	Months 1 - 14

The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See [Exhibit B, Sections 7](#) and [8](#).

**Attachment 3: Final Report**

<b>Transformative Climate Communities Program Final Report</b>	<b>FY 16/17</b>
Grantee:	Grant Number:
TCC Project Name:	

Project Summary

1. Provide a brief summary of the technical assistance needs provided for the TCC Project's implementation and the work completed under this grant.

Barriers and Accomplishments

2. Describe any goals or objectives that could not be met, as listed in the work plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other TCC communities.
3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve the results and how these lessons learned can be useful to other TCC communities.
4. Describe how the Technical Assistance provider and Grantee communicated and managed the work plan and needs that emerged over the course of the grant.

Future Implementation

5. Describe how this grant has impacted the implementation of the TCC Project. Explain:
  - a. How the work completed under this grant will further the TCC Project's sustainability goals and strategies.
  - b. How the work completed under this grant will assist the Grantee in future climate resiliency and community development initiatives.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the Strategic Growth Council and the Department can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including Technical Assistance materials, plans, photos, etc.

**CERTIFICATION:** 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 costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. 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 payments.
- E. 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. Grantee may submit one invoice every two months.
- C. Grantee shall submit invoices no more frequently than bimonthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
  - i. The Invoice ([Attachment 5](#)) 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 4](#)).
  - iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
  - iv. All records must reflect the actual time or money spent, rather than that which was planned or budgeted.
- 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. Direct staff costs as set forth in the Budget Detail Worksheet ([Attachment 4](#)), Travel Expenses in accordance with [Exhibit B Section 6](#), supplies and administrative costs totaling no more than 10 percent (10%) of the total grant award are eligible for reimbursement.
- B. The Department will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)). Except for approved costs related to the orientation, any costs incurred outside of the Grant Agreement term are not eligible for reimbursement.

#### 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 here:
  - i. Accommodation-related travel costs: maximum reimbursement rates based on county as shown here: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>, with no option for approval of an "excess lodging rate."
  - ii. Mileage will be reimbursed at the Reimbursement Rate Per Mile for Personal Vehicle as shown here: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>.
  - iii. Train or airfare will only be reimbursed to attend meetings with the Department or Strategic Growth Council, and then only if it is the typical method used to get from one location to the other.
  - iv. No other travel-related costs will be reimbursed through this grant program.
  - v. The Department will only reimburse for actual expenditures incurred for in-state travel related to the implementation of this grant. Tips and gratuities are not reimbursable items, and must not be included in the total amount for an invoice.

- 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 4](#)) and are tied to tasks and deliverables in the Scope of Work ([Exhibit A](#)).
- 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. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) 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.
- C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing written notice with or before submission of an invoice.
- D. Material changes to the Work Plan and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#), including:
  - i. Changes of more than twenty percent (20%) between tasks
  - ii. Elimination or alteration of tasks or deliverables

## 8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
  - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
  - ii. Changes to representatives, see [Exhibit A, Section 4](#).
  - iii. Changes to the Work Plan and Budget Detail Worksheet, see [Exhibit A, Attachment 2](#), [Exhibit B, Attachment 4](#), and [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 4, Budget Detail Worksheet**

High Level Activities	Budget Total
TASK 1: Hire DAP Implementation Consultant	\$0
TASK 2: Oversee Consultant Services	\$87,000.00
TASK 3: Business Development One-on-One Sessions	\$40,000.00
TASK 4: Business Development Workshops	\$6,333.00
<b>Total</b>	<b>\$133,333.00</b>
The Parties may make minor changes to the budget without the requirement of an amendment. See <a href="#">Exhibit B, Sections 7 and 8</a> .	

**Attachment 5, Invoice**

Department of Conservation  
 Division of Land Resource Protection  
 Email required invoice documents to: Grant Manager

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

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

Cost Category	Task #2	Task #3	Task #4	Total
Staff				
Supplies				
Travel				
Administration (10%)				
Current Total				
Cumulative Total				
Allocated Total				

Work Plan Task #	Description of Work Performed
	<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

1. Describe how the Technical Assistance provider supported the Grantee with the TCC Project implementation.
2. Describe key accomplishments, activities, or trips.
3. Describe any challenges or obstacles encountered and plans to address those.
4. Do you anticipate any modifications to your Work Plan or Budget in the next few months?
5. Do you need any additional support from the Strategic Growth Council and the Department in the next few months?

**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:

**Attachment 6, Invoice Dispute Notification**

**INVOICE DISPUTE NOTIFICATION**

<b>GRANTEE ADDRESS</b>		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 California | <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)
------	--------------------------------------

**RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:**

<b>STATE OF CALIFORNIA USE ONLY</b>	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

## **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 B, Section 8](#). 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 Technical Assistance, 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 four years following the termination of the grant agreement. Grantee agrees that the Department, Strategic Growth Council, 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, Strategic Growth Council, 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 Technical Assistance is selected for an audit or review by the Department, Strategic Growth Council, 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 § 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 Technical Assistance(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act 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 4](#)), 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 Technical Assistance 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. Technical Assistance Monitoring and Oversight

Technical Assistance monitoring and oversight is essential to ensure the Technical Assistance stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

### 5. 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 6](#)) 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

## 6. Termination

- A. Completion of Technical Assistance. This Grant Agreement shall terminate upon completion of the Technical Assistance 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.

## 7. 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.

## 8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If the Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then the following insurance requirements apply.
- C. The Grantee shall obtain and keep in force for the term of this Grant Agreement the following insurance policies that cover any acts or omissions of the Grantee, its subcontractors or its employees engaged in the provision of service specified in this Grant Agreement:
  - i. Worker's 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 § 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 with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
    - 7 or fewer passengers: \$1,000,000
    - 8-15 passengers: \$1,500,000
    - 16+ passengers: \$5,000,000



- D. 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 the Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- E. The Grantee shall submit proof of insurance documents referencing the Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- F. The Grantee shall notify the Department in writing electronically within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
- G. The Grantee shall submit electronic 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.

## 9. 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.

## 10. Publicity

Grantee agrees that it will acknowledge the Strategic Growth Council'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 Strategic Growth Council."*

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Technical Assistance and provide the name, phone number, and email address of this individual to the Strategic Growth Council. All press releases must be approved by the Strategic Growth Council Communications Office prior to distribution, and the Strategic Growth Council 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, @CalSGC should be tagged on all posts related to activities under this Grant Agreement. Use of the hashtags #TCCPlanning and #CommunityLedTransformation is also encouraged.

## 11. 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 §8350 et seq.).

## 12. 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.).

## 13. 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.

## 14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.