

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION

GRANT AGREEMENT

GRANTEE: *Temecula Elsinore Anza Murietta RCD*

PROGRAM: Department of Conservation, Division of Land
Resource Protection, RCD Funding Assistance Program

GRANT NUMBER: 3016-676

AM. NO.:

MAXIMUM AMOUNT OF THIS GRANT: \$15,000.00

The Department and the Grantee hereby agree to the following:

- (1) This Grant Agreement specifies the terms and conditions for funding a project as awarded by the DOC DLRP RCD Funding Assistance Program. This grant has been awarded as a result of a proposal received in response to the Program's California Resource Conservation District Financial Assistance Program Financial Request Instructions, dated February 28, 2017.
- (2) The grant term shall begin on the date upon which both parties have signed this Grant Agreement and end on February 28, 2019.
- (3) The Terms and Conditions of this Agreement, Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C and the Grantee Certificate of Compliance at Exhibit D are hereby made part of and incorporated into this Agreement.
- (4) The amount of this Grant Agreement shall not exceed \$15,000.00

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION


AUTHORIZED SIGNATURE

5-4-17
DATE

PRINTED NAME AND TITLE

Temecula Elsinore Anza Murietta RCD
GRANTEE


AUTHORIZED SIGNATURE

5-4-17
DATE

ROSE CORONA - President
PRINTED NAME AND TITLE

State of California - The Resources Agency
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2017 RCD Financial Assistance Program Grant Agreement
Temecula Elsinore Anza Murietta RCD
Grant Number: 3016-676

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GRANT AGREEMENT

Terms and Conditions

GENERAL PROVISIONS

1. Grant Authority and Term:

- (a) This Grant Agreement (hereinafter "Agreement") is between the California Department of Conservation, Division of Land Resource Protection (hereinafter "Department"), and the Temecula Elsinore Anza Murietta RCD (hereinafter referred to as "Grantee"). Hereinafter, the Department and the Grantee collectively shall be referred to as "the Parties."
- (b) The Parties mutually agree and understand that this Agreement is a legally binding document, inuring to the benefit of the public, which is authorized pursuant to Section 9084 of the Public Resources Code. This Agreement is not a public works project subject to Labor Code section 1720 *et seq.* The goal of this grant is to help Resource Conservation Districts (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 resource concerns. Increasing the effectiveness of RCDs will result in additional resource conservation and management both locally and throughout the state. Any references to "contractor" herein, including references in this Agreement, in documents attached thereto, and/or in documents, statutes and regulations incorporated herein by reference, shall be deemed to be references to "Grantee."
- (c) This Agreement is of no force or effect until signed and dated by both parties and fully executed. Grantee shall not commence performance until the Agreement is signed and fully executed by the Department. The date the Agreement is fully executed by the Department constitutes the Grant Start Date. The term of this Agreement shall begin at the Grant Start Date and end no later than **February 28, 2019**, which shall constitute the Grant End Date. This Agreement shall not be extended for any reason past the Grant End Date. Any work that occurs after the Grant End Date will be outside this Agreement and the Department shall NOT reimburse the Grantee for costs associated with such work.
- (d) The signatories for this Agreement hereby certify that they are authorized to act on behalf of the Parties in approving this Agreement. The signatory for the Grantee further certifies that the Board of Directors of the Grantee has endorsed Grantee's receipt of grant funds pursuant to this Agreement and performance of activities and expenditure of funds in a manner consistent with the Grant Summary at Exhibit A, the Budget at Exhibit B, the

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Implementation Schedule at Exhibit C and the Grantee Certification of Compliance at Exhibit D.

2. **Grant Manager:** The Department Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving invoices and other documents delivered to the Department pursuant to this Agreement. The Grant Manager does not have the authority to control or direct specifically how the Grantee carries out activities authorized and funded pursuant to this Agreement, but must ensure that the Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. All official communication from the Grantee to the Department shall be directed to: Assigned Grant Manager, Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 14-15, Sacramento, CA 95814.
3. **Scope of Agreement:** The terms and conditions of this Agreement constitute and contain the entire Agreement and understanding between the Parties, and may not be contradicted by evidence of any prior or contemporaneous oral agreement. Attachments to this Agreement, including the Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C and the Grantee Certificate of Compliance at Exhibit D, are hereby incorporated into the terms and conditions of this Agreement. The 2017 Funding Request Instructions (FRI), titled the "California Resource Conservation District Financial Assistance Program," and the Grantee's proposal submitted in response to the FRI, are incorporated herein by reference. To the extent that any conflicts or inconsistencies exist between the terms and conditions of this Agreement, including the attached exhibits, and either the FRI or the Grantee's proposal, the terms and conditions of this Agreement shall prevail and be controlling.
4. **Modifications - Changes:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, agreed to and signed by both parties. Major changes to the grant including, but not limited to, increases or decreases to the overall grant amount and substantial revisions to the Grant Summary, require formal amendment of this Agreement. Changes such as budget line item revisions of less than \$5,000, minor task modifications, management staff adjustments and minor changes in the Grant Summary may not require formal amendment of the Agreement; however, the Grantee shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change. The Department shall be notified in writing of any staffing or address changes as soon as such changes occur.
5. **Subcontractors:** The Grantee shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the Grantee and the Department. The Grantee shall provide the Department with a copy of all subcontracts for review and approval prior to the execution of such contracts. All subcontractor(s) specifically identified in the Grant Summary are considered to be acceptable to the Department. Any change in subcontractor(s) or change as to how the Grantee intends to use the services of a subcontractor shall require

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written change order to be submitted and approved by the Department's Grant Manager. All approved subcontractors shall be managed by Grantee subject to the terms and conditions of this Agreement.

Nothing contained in this 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 under the terms of this Agreement. Grantee agrees to be fully responsible to the Department for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee.

Grantee shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. Grantee shall monitor subcontractor's performance of the terms and conditions set forth herein. Grantee and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require Grantee to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by Grantee.

6. **Ownership of Property and Equipment:** The Parties agree that the Department shall hold and retain throughout the term of this Agreement rights to and interest in personal property, including equipment, purchased with funds provided through this Agreement. In the event this Agreement is terminated before full performance and completion of all activities and work authorized and funded herein, the Grantee shall, within thirty (30) days of Grantee's receipt of a written demand from the Department, surrender possession of and any rights to all such property specified in the Department's written demand.

After the Grant End Date, and upon the Department's determination that Grantee has complied with all terms and conditions of this Agreement and has completed all Grantee obligations reflected herein, the Department shall relinquish to the Grantee personal property purchased with funds provided through this Agreement subject to the following conditions: (1) Grantee shall notify the Department prior to selling or donating said personal property; (2) the Department has the right of first refusal for said personal property; and, (3) if the Department exercises that right, ownership of said personal property will transfer back to the Department with the only cost to the Department being the transportation cost of said personal property.

7. **Stop Work Notice:** Immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under this Agreement.

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8. **Discretionary Termination:** Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination, defined as termination occurring before full performance of all objectives and activities described in the Grant Summary and authorized for funding herein, a final payment will be made to the Grantee, if due, upon receipt of a financial report and invoices covering costs incurred to termination, together with a written report describing all work performed by the Grantee to date of termination. Upon discretionary termination of this Agreement, upon receipt of a written demand from the Department, Grantee also shall relinquish to the Department possession and control of any property purchased pursuant to this Agreement.
9. **Budget and Funding Contingency:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, as determined at the discretion of the Department, this Agreement shall be terminated. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement to Grantee beyond the date of written notice of termination under this provision to the Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the Department shall have the option to either: cancel this Agreement with no liability occurring to the Department, or offer an Agreement Amendment to Grantee to reflect a reduced amount.

10. **Disputes:** In the event of a dispute, the Grantee shall provide written notice of the particulars of such dispute to: Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 14-15, Sacramento, CA 95814. Such written notice must contain the grant number, the Grantee name, and the reason for the dispute. Within thirty (30) days of receipt of such notice, the Director or the Director’s designee shall advise the Grantee of his or her findings and a recommended means of resolving the dispute.

11. **Publicity and Acknowledgment:**

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

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- (b) The Grantee shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

Disclaimer

The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Department of Conservation, or its employees. The Department makes no warranties, express or implied, and assumes no liability for the information contained in the succeeding text.

- (c) Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, Grantee shall provide the Department with an opportunity to review any and all references to the Department or the programs and laws that it administers in such materials and publications.

- 12. Copies of Data, Plans and Specifications:** The Grantee shall, upon the request of the Department or as specifically directed in the Grant Summary at Exhibit A, herein, provide the Department with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, funded and prepared under this Agreement.
- 13. Site Visits:** The Department may conduct periodic site visits, at its own expense, to monitor progress during the grant term.
- 14. Governing Law/Locus:** This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Agreement or performance thereunder, the locus is Sacramento, California.
- 15. Insurance:** The Grantee shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the Grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:
- (a) General liability insurance for bodily injury and property damage.
 - (b) Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.

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16. Liability Indemnification and Waiver:

(a) Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, 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 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 the Grantee or its contractors, subcontractors, laborers, suppliers or employees in the performance of this Agreement.

(b) The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement.

17. Assignment: The Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part without the written consent of the Department.

18. Grantee Independence/Not an Agent of the State: In the performance of this Agreement, Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as officers or employees or agents of the Department.

19. Severability/Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

20. Timeliness: Time is of the essence in the performance of this Agreement. Grantee is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Implementation Schedule at Exhibit C. Grantee shall not incur costs pursuant to this Agreement past the Grant End Date.

21. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the Department.

22. Certification Clauses: The Grantee hereby certifies its compliance with all applicable requirements contained in the Grantee Certification of Compliance at Exhibit D of this Agreement.

23. Breach of Conditions/Remedy for Default:

(a) In the event of Grantee's breach of any conditions or terms of this Agreement, the Department will give written notice to the Grantee, describing the breach. Notice

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shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to Grantee, or by personal delivery to Grantee's place of business. If Grantee does not, within thirty (30) days after the notice is given, (1) cure the breach described in the Department's notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then Grantee shall be in default under this Agreement.

- (b) In the event of a default under this Agreement, the Department shall be entitled to all remedies available at law including, but not limited to, termination of the Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Agreement. Grantee may appeal such action by filing a dispute pursuant to Clause #10 herein.

EXPENDITURE, PAYMENT, REPORTING AND RECORDKEEPING PROVISIONS

24. Competitive Bid Requirements: Before making purchases of \$500 or more for goods (including equipment) or services authorized in the Budget at Exhibit B, Grantee shall secure at least three competitive bids or price quotes. Grantee shall purchase such goods or services from the lowest qualified bidder. Grantee shall maintain documentation of the competitive bid process used, but need not submit said documents to the Department unless such documentation is requested by the Department. Grantee must comply with the State of California's competitive bid requirements. Failure to comply with competitive bid requirements may result in the Department disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach pursuant to Clause #23 above.

25. Conflict of Interest, Self-Dealing, and Need for Arm's Length Transactions: Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, Grantee shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Agreement.

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended.

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26. Recordkeeping Requirements:

- (a) Grantee shall establish an official file for the project. The file shall contain documentation of all actions taken regarding this grant.
- (b) Grantee shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail. Separate bank accounts are not required.
- (c) Grantee shall maintain financial records in accordance with generally accepted accounting principles. Grantee shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Grantee's records will provide sufficient documentation to allow tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include proof of match contributions, including identification of the source of each and every such contribution, and may include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review and/or audit by the Grant Manager or other representatives of the State.
- (d) Subcontractor(s) employed by the Grantee and paid with moneys under the terms of this Agreement, shall be responsible for maintaining accounting records as specified above.

27. Audits: The Grantee agrees that the State and its representatives, including, but not limited to, the Department, the State Controller's Office and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the Grantee's records pertaining to this Agreement and to conduct reviews and/or audits related to this grant. Grantee shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified in Clause #26 above. Grantee shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later.

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- 28. Payment:** Except as otherwise provided herein, payments shall be made to Grantee in arrears for actual costs authorized in the Budget at Exhibit B of this Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written progress reports and other documentation evidencing performance, as provided for in this Agreement.

Final payment will be made only after completion, to the Department's satisfaction, of objectives, work and activities identified in Exhibit A, and all required reports including the Final Report. The Department will not reimburse costs incurred after the Grant End Date.

Only those items identified in the Budget at Exhibit B are eligible for reimbursement. Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

- 29. Reimbursement Limited to Net Costs:** All costs charged against the grant shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

- 30. Invoicing:** Invoices shall be submitted on a quarterly basis, unless an alternate schedule is agreed upon by both parties. An invoice template will be provided to the Grantee, which must be used to submit any and all invoices. All invoices must include the grant and invoice numbers and must be submitted via hard copy in triplicate, with an original and two additional copies. The invoice copies may be double-sided. The original invoice must have an original authorized signature in blue ink. Do not submit electronic copies of invoices or support documents. Only hard copies with original signatures can be processed. All expenditures (for reimbursement and match) must be itemized on the invoice form. For each expenditure, copies of supporting documentation (time sheets, payroll stubs, bids, receipts, canceled checks, etc.) must be submitted with the invoice. Original supporting documents are not required and should be retained by the Grantee for record keeping and audit purposes. Match certification forms shall be submitted to support all reported match. Invoices are to be sequentially numbered starting from one and must tie to budget line items in the approved Budget at Exhibit B. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the Department. If there is a question as to the authority of the signer that cannot be resolved to the satisfaction of the Department the invoice will not be paid.

Each invoice is subject to approval by the Department and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the Department, the Grant Manager shall contact the Grantee within fifteen (15) working

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days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

Mail an original signed invoice, with all support documentation and match certification forms, and two (2) copies of everything, to the following address:

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

The final invoice must be postmarked no later than 30 days after the Grant End date.

- 31. Administrative Costs:** The Department may reimburse administrative costs pursuant to the Budget located herein at Exhibit B. Grantee shall bill for reimbursement of such costs by including a separate "administrative cost" line item on quarterly invoices submitted to the Department. The amount of administrative costs billed on each invoice shall not exceed 15% of the amount being requested from the Department. If, upon reviewing a submitted invoice, the Department determines that an adjustment to the amount of direct costs billed is warranted, it may make proportional changes to the amount billed for administrative costs.
- 32. Match:** Grantees shall provide the cash and in-kind match amounts reflected in the Budget attached at Exhibit B. Match contributions may be provided throughout the grant term. Grantee understands and agrees to all of the following:
- (a) Only those cost items eligible for reimbursement pursuant to the Budget at Exhibit B in this Agreement may be used for match. For example, costs incurred before the Parties sign this Agreement may not be used for match because such costs would not be eligible for reimbursement, since such costs incurred outside the grant term.
 - (b) Grantee hereby acknowledges and understands that the Department cannot be expected to anticipate or know of funding constraints, requirements and criteria associated with other grant programs. It is the responsibility of the Grantee, when considering use of funds or other contributions from such sources for match, to consult with other grantors and funding sources to ensure that such use is acceptable, appropriate and consistent with all applicable laws and administrative requirements.
 - (c) Match contributions, whether cash or in-kind, shall be reflected in quarterly invoices as they are expended by Grantee. A cumulative accounting of all match contributions shall be provided in Quarterly Status Reports and at the end of the grant term as part of the Final Report.

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- (d) Documentation maintained by Grantee in support of cash match contributions shall clearly demonstrate that the cash contribution was from a non-state source and shall demonstrate that Grantee expended the match amount in support of this Agreement. As to in-kind contributions, documentation maintained by the Grantee shall identify the source of the contribution and the method used to calculate the value of the contribution.
- (e) Evidence of Grantee's failure to meet match requirements and/or match commitments reflected in Grantee's grant proposal including, but not limited to, evidence that match-related information provided in Grantee's proposal is false or materially inaccurate, may result in imposition of remedies available to the Department for breach of the Agreement, including grant termination and/or Grantee's debarment from future grant opportunities.

33. Travel: Reimbursement of travel for Grantee and Subcontractor(s) is permitted only if included in the approved Budget at Exhibit B.

- (a) Travel necessary for the performance of this Grant Agreement, shall be subject to the State of California travel rates. Grantee shall maintain detailed travel records for Grantee and Subcontractor(s) showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, the number of miles driven. Travel by private or Grantee-owned automobile, necessary for the performance of this Agreement, shall be reimbursed at no more than the current State mileage rate.
- (b) This grant agreement is subject to grant award requirements and cost principles, including, but not limited to, State of California travel and reimbursement rates <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> and allowable cost requirements. Please refer to this website to obtain the most current travel reimbursement rates. Proof of expenditures for all travel related costs for both Grantee and Subcontractor(s) that reimbursement is sought must be included in each invoice. Any costs for Grantee or Subcontractor(s) that is over the state rates and without documentation will be denied.
- (c) Grantee and any person travelling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

34. Documentation of Time Spent: Grantee shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, contractor or volunteer whose work in support of this Agreement is billed under the Agreement or used as match. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, and the

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amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

Submitted time sheets must contain the signature of both the staff person and that person who manages that staff person (supervisor or appropriate contract official). Time sheets are required to document time worked by persons paid under the grant. Whether the staff person is an employee or a contractor, time sheets must show a breakdown of the hours worked under the grant.

- 35. Reporting:** The Grantee shall submit to the Grant Manager Quarterly Progress Reports and a Final Report in a timely manner. The Department shall provide report templates to the Grantee. Reports shall be submitted on or before the dates specified in the Implementation Schedule at Exhibit C.

Failure to comply with the reporting requirements specified above shall constitute a breach of this Agreement and may result in the Department taking action pursuant to Clause #23 of this Agreement.

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Exhibit A
GRANT SUMMARY

The purpose of this grant is to fund capacity building activities for Temecula Elsinore Anza Murietta RCD (Grantee).

- I. **Scope of Work and Work Plan:** Grantee shall meet the objectives by substantially following the Work Plan and Budget, attached herein as Attachment A-1 and Exhibit B, respectively.
- II. **Reports:** The Department will provide grantees with templates that are to be used for submitting all required reports. All reports shall be submitted electronically and via hard copy. Reports shall be submitted in a timely manner in accordance with the Implementation Schedule at Exhibit C. All reports shall list the following: Grantee name, mailing address, phone number, grant number, date, reporting period, and the preparer's name and title, phone number and email address.
 - A. **Quarterly Status Reports:** Grantee shall file Quarterly Status Reports with the Department. Quarterly Status Reports shall cover three (3) months of work and be postmarked no later than the dates specified in the Implementation Schedule at Exhibit C. A separate Quarterly Status Report is not required for the last quarter of the project, as that information shall be incorporated into the Final Report. Submit one electronic copy (via email) and one hard copy of each report to your grant manager. Double-sided reports are preferred. At a minimum, Quarterly Status Reports shall provide the following information (template to be provided):
 - 1) Work Plan progress.
 - 2) Bulleted summary of major accomplishments and achievements for the quarter.
 - 3) Status on achieving performance measures.
 - 4) Short narrative report.
 - 5) Copies of all materials produced during the quarter.
 - 6) If available, photos of projects or events conducted using grant funds. Digital format on CD preferred. Do not email photos due to Department system limitations.
 - 7) If applicable, a list of any additional funding, donations, in-kind services, etc., secured by the RCD to further the objectives identified in the work plan. List the sources and monetary amounts or equivalent value.
 - B. **Final Report:** Grantee shall file a Final Report with the Department no later than **30 days after the Grant End Date**. The Final Report shall cover the entire period of the grant. Submit one electronic copy and one hard copy of the report. Double-sided reports

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are preferred. At a minimum, the Final Report shall provide the following information (template to be provided):

- 1) Work Plan progress.
- 2) Bulleted summary of major accomplishments and achievements for the entire grant period.
- 3) Status of performance measures.
- 4) Narrative report with emphasis on the following:
 - a) Evaluation of the grant's effectiveness.
 - b) Discussion of the objectives, performance measures, and activities that occurred during the grant period.
 - c) Discussion of problems and concerns and corrective action taken. Also include a list of any incomplete work plan tasks and explain why they were not completed.
 - d) Any conclusions or recommendations.
- 5) Copies of all materials produced during the final quarter.
- 6) If available, photos of projects or events conducted using grant funds. Digital format on CD preferred. Do not email photos due to Department system limitations.
- 7) If applicable, a list of any additional funding, donations, in-kind services, etc., secured by the RCD to sustain the benefits of the work conducted during the grant. List the sources and monetary amounts or equivalent value.

Grantee acknowledges and agrees that the Department shall not release final payment pursuant to this Agreement unless and until the Department has received from the Grantee all reports, including a Final Report that complies with the above requirements, and the Grantee fulfills all other applicable requirements in this Agreement including all match requirements in the Budget at Exhibit B.

The Grant End Date is February 28, 2019. No billed work can occur after that date and the Department shall not reimburse any work that occurs after that date. Work completed after the Grant End Date is not reimbursable through the grant. The Final Report and final invoice must be postmarked no later than 30 days after the Grant End Date.

Attachment A – 1: Work Plan



Work Plan Form: RCD Financial Assistance Program

RCD Applicant: (A) TEAMRCD Temecula-Elsinore -Anza-Murrieta Resource Conservation District

Objective #1: Full Tier 1 Compliance

Performance Measurement: All Requirements of REV are met.

Task Number	Description of Task	Task Completion	Implementation Schedule
(D)	(E)	(F)	(G)
1.1	Basic Reporting and Training Requirements for Tier 1 certification	Meet" Planning for the Future" Requirements	5-17 to 3-18
1.2	Updated Long Range Plan and Annual Plan of Work	LRP and APW Comple1 and Posted on Web Site	3-18 to 12-18

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Exhibit B: BUDGET

Grantee Name: Temecula Elsinore Anza Murietta RCD

Grant #: 3016-676

Personnel/Job Title	Hourly Rate	# of Hours	Salary (D+E)	Benefits (32% max)	Total (F+G)	Funding Sources			Task #'s	Dates	Footnote #
						DOC Grant	Cash	In-Kind			
Office Manager	12	1500	18,000	0	18,000	13,500	4,500		all	Dec-18	1
Subtotal			18,000	0	18,000	13,500	4,500	0			
OPERATING COSTS											
On line access								350	all	Dec-18	
					350						
Subtotal					350	0	0	350			2
SUPPLIES											
Such as but not limited to: mailing, postage, printing, etc. (In footnote, show how arrived at total costs)											
Subtotal					0	0	0	0			
EQUIPMENT											
Subtotal					0	0	0	0			
MEETINGS, WORKSHOPS											
Such as but not limited to: room rentals, supplies, etc. (In footnote, show how arrived at total costs)											
Meeting room						1,000	1,000		Long Range/Annual Plan	Dec-18	3
Subtotal					1,000	1,000	0	0			
OTHER											
Such as but not limited to: software (In footnote, show how arrived at total costs)											
Subtotal					0	0	0	0			
TRAVEL											
Subtotal					0	0	0	0			
CONSULTANTS											
Hourly Rate # Hours Show job title/classification, hourly rate of the consultants, and estimation of total work time. Benefits and travel expenses are to be wrapped in to the consultant's hourly rate and should not be listed as separate costs.											
Subtotal					0	0	0	0			
SUBTOTALS					19,350	14,500	4,500	350			
ADMINISTRATIVE COSTS (15%)						500	500				4
Totals					\$19,850.00	\$15,000.00	\$4,500.00	\$350.00			

Match % 30.00% 2.33%
Total Match

32.33%

FOOTNOTES AND FOOTNOTES ON OTHER SHEETS
FOOTNOTES AND FOOTNOTES ON OTHER SHEETS

Footnote #	Footnote Detail
1	1500 Hours X \$12/hr = \$18,000 DOC will contribute \$13,500 and TEAMRCD will provide cash to pay the remaining balance of \$4,500
2	With no current office. The Office Manager will use internet access from home or at District Director's home or business (Estimate \$60/2 mo. X 18 mo X 33% usage)
3	Meeting Room and Materials for Public and Partners to develop Long Range Plan Update and Annual Plan of Work.
4	15% for Administrative costs will include clerical services, Office Manager Supervision, payroll Processing and general office supplies.

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Exhibit C
IMPLEMENTATION SCHEDULE

Task	Implementation / Completion Date ¹
Submit Quarterly Invoices	Quarterly – Commencing three months from Grant Start Date
Submit Quarterly Reports	Quarterly – Commencing three months from Grant Start Date
All work must be completed	February 28, 2019
Submit Final Report and Final Invoice	No later than 30 days after Grant End Date ³

¹ If a due date falls on a weekend or holiday, the deliverable will be due the following weekday. Reports shall be postmarked by the due dates.

² Both the Final Report and Final Invoice must be postmarked no later than 30 days after the Grant End Date.

Any changes to the implementation schedule must have prior approval from the Department of Conservation.

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Exhibit D

GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. **Americans with Disabilities Act:** Grantee assures the State 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.*)
2. **Nondiscrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), and the regulations promulgated thereunder (California Administrative Code, 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 herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
3. **Recycling Certification:** The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.
4. **Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

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- (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:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- (c) Every employee who works on the Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

- 5. **Labor Code/Workers Compensation:** Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700)
- 6. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:
 - (a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - (b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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7. **Resolution of Support:** Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.
8. **Air or Water Pollution Violation:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a 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.
9. **Compliance with Other Laws, Including CEQA:** The Grantee 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(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.
10. **Use of State Funds to Assist, Promote or Deter Union Organizing:** Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.
11. **Payee Data Record Form (Std. 204):** This form must be completed by all contractors and grantees and submitted to the State before the start of any grant. Grantee shall submit a new form anytime there is an address change.

ACTION ITEMS

Discussion

New Business