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1450 Halyard Drive, Suite 6  
West Sacramento, CA 95691  
[www.deltaconservancy.ca.gov](http://www.deltaconservancy.ca.gov)

**Conservancy Prop 1 Grant Agreement Template and Policy**  
**May 25, 2016 *CONSENT CALENDAR***

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During the April 27, 2016 Program and Policy Subcommittee meeting, the subcommittee reviewed the proposed Conservancy Proposition 1 Grant Agreement Template and Policy for Development of Grant Agreements.

The Subcommittee recommended that the Template and Policy be included for approval on the Consent Calendar for the May 25, 2016 Board Meeting. Both documents are attached for your review.

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**Contact Person:**

Brandon Chapin, Board Liaison  
Sacramento-San Joaquin Delta Conservancy  
Phone: (916) 375-2090

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## Policy for Development of Grant Agreements

### Purpose:

To effectively carry out the Sacramento-San Joaquin Delta Conservancy Grant programs and manage State and federal funds in compliance with applicable laws and regulations, with accountability and transparency, and to ensure resources are used appropriately to optimize public benefit; this Policy provides guidance to staff in the preparation and execution of an acceptable State grant agreement.

### Introduction:

The grant agreement is the legal document that governs the relationship between the Recipient (Grantee) and the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) including, but not limited to, the following items:

Scope of Work (Exhibit A), Budget Detail and Payment Provisions (Exhibits B), and all other provisions of grant agreements including Exhibits C through I pertaining to default, termination, modification and amendment, disbursement, subcontracts, program income, records, reports, and compliance with applicable laws and regulations. The grant agreement will clearly describe all applicable state laws and regulations required to ensure compliance.

### Internal Process:

The grant development process involves coordination between the program staff, and the administration staff under direction of the Services Manager (Proposition 1 Grant Manager) to prepare the agreement consistent with State laws and Conservancy procedures in coordination with the grantees. The scale of the grant, the work to be performed, and the time required for grant development varies for each project.

The formal stages in Grant development begins with information gathering starting with the Board approved proposed project. The program staff will write the project summary including information on the approved project outputs, outcomes and budget; how these outputs and outcomes contribute to the purpose of funds (Prop 1 or other funds source), Conservancy Strategic Plan, and then will develop and finalize the outcomes and budget through an iterative process with the Grantee under guidance of the Grant Manager.

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Although the program staff will lead the recommendation for the proposed project selection process, after the Board approval the administration staff under the direction of the Staff Services Manager (Proposition 1 Grant Manager) will lead the Grant Agreement process in coordination with the program staff. Final Grant Agreements will be fully executed when signed by both the authorized Grantee Representative and the Delta Conservancy.

The following are the five steps for developing a Grant Agreement:

I. **Award of Proposed Project:**

Delta Conservancy Board approval of the proposed project is required for execution of an agreement. The following steps are required prior to any Grant award:

- a. Full proposals will be evaluated by staff and legal counsel using specific criteria (for a maximum of 100 points) as described in the Delta Conservancy Grant Guidelines [http://deltaconservancy.ca.gov/wp-content/uploads/2015/11/GRANT-GUIDELINES\\_revised\\_final.pdf](http://deltaconservancy.ca.gov/wp-content/uploads/2015/11/GRANT-GUIDELINES_revised_final.pdf).
- b. Conservancy staff will conduct a project site visit with each eligible applicant.
- c. An independent professional review panel made up of state and federal agency technical experts will review full proposals. The professional review panel will provide an additional independent review of staff's evaluation and scoring.
- d. Following professional review, the staff team will assign final recommended scores to each application. The final recommended scores will be posted on the Conservancy's website for final board approval at a public meeting.
- e. The Board will be provided with a list of all applications received; staff final recommended scores, and the staff recommendation and justification for projects to be funded.
- f. The Board action will involve ratification of the projects' scores and action on staff's funding recommendation.
- g. Upon Board approval of staff recommendations, Delta Conservancy staff will notify the Applicant of the intent to award and request any remaining information from the applicant. Staff will prepare a complete Grant Agreement for approval and execution for projects that CEQA and all other information is complete.
- h. The Conservancy will obtain legal review of the Grant Agreement before it is presented to the Board.
- i. The Board will have the opportunity to review the complete Grant Agreement for each project award before execution is made. Work may not

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begin until a complete Grant Agreement is developed and fully executed by both Delta Conservancy and Grantee.

II. **Developing Scope of Work:**

The Grantee works closely with the program staff to establish a clear scope of work which must include the following information related to the project:

- a. Project outcome and output
- b. Deliverables
- c. Adaptive Management Plan
- d. Monitoring and Assessment Plan
- e. Grant Monitoring Process
- f. Site Audits

III. **Developing the Budget:**

The Grantee will provide specific line item budget details of the project to the Program staff, which will be incorporated into the agreement as Exhibit B1 - Budget Summary. These details must be broken down into six sections and will also include funding sources and cost share details as described in the Grant Template. This must be consistent with approved budget in the proposed project.

IV. **Grant Provisions:**

All Grant Agreements will include terms and conditions (Grant Provisions), with which the Grantee is required to be compliant. These Grant Provisions are further explained in the Delta Conservancy's Grant template and include but are not limited to:

- Exhibit A - Scope of Work
- Exhibit B – Budget Detail and Payment Provisions  
Exhibit B1, Budget Summary  
Exhibit B2, Sample Invoice
- Exhibit C - General Terms and Conditions
- Exhibit D – Special Terms and Conditions
- Exhibit E – Protection of Confidential and Sensitive Information  
Exhibit E1, Non-Disclosure Certificate
- Exhibit F – Grantee Certification Clauses
- Exhibit G – Certification for Conservation Easement Projects
- Exhibit H – CEQA Compliance
- Exhibit I – Report Formats and Requirements
- Exhibit J - Grantee's Release

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- Exhibit K – State Agency’s Buy Recycled Campaign (SABRC)

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**ECOSYSTEM RESTORATION AND WATER QUALITY GRANT PROGRAM**  
**GRANT AGREEMENT NUMBER: 2015-16-01P1 (Example)**

|   |   |  |
|---|---|--|
| 1.  | <b>This Grant Agreement is entered into between the State agency (Grantor) and the Grantee named</b>  |  |
|   | Grantor:  | Sacramento-San Joaquin Delta Conservancy                             |
|   | Grantee:  | Name of Grantee  |
| 2.  | <b>The performance term of this Grant Agreement is:</b>   |  |
|   | Start Date:   | Start Date or upon Grantor approval date whichever is later through: |
|   | End Date:   | End Date   |
| <i>This Grant Agreement shall not become effective until approved and fully executed by Grantor</i> |   |  |
| 3.  | <b>The maximum amount of this Agreement is:</b>   |  |
|   | Amount not to Exceed:   | \$ Amount<br>Dollar amount spelled out                               |
| 4.  | Pursuant to CALIFORNIA WATER CODE 79738, Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of following exhibits, which are by this reference made part of the Agreement. Accordingly, the parties hereby agree as follows: |  |
|   | Exhibit A – Scope of Work   | ___ Page(s)  |
|   | Exhibit B – Budget Detail and Payment Provisions  | ___ Page(s)  |
|   | Exhibit B, Attachment 1 – Budget Summary  | ___ Page(s)  |
|   | Exhibit B, Attachment 2 – Sample Invoice  | ___ Page(s)  |
|   | Exhibit C – General Terms and Conditions  | ___ Page(s)  |
|   | Exhibit D – Special Terms and Conditions  | ___ Page(s)  |
|   | Exhibit E – Protection of Confidential and Sensitive Information  | ___ Page(s)  |
|   | Exhibit E, Attachment 1 – Non-Disclosure Certificate  | ___ Page(s)  |
|   | Exhibit F – Grantee Certification Clauses   | ___ Page(s)  |
|   | Exhibit G – Certification for Conservation Easement Projects  | ___ Page(s)  |
|   | Exhibit H – CEQA Compliance   | ___ Page(s)  |
|   | Exhibit I – Progress Report Formats and Requirements (Examples 1 and 2)   | ___ Page(s)  |
|   | Exhibit J – Grantee's Release   | ___ Page(s)  |
| Exhibit K – State Agency's Buy Recycled Campaign (SABRC)  | ___ Page(s)   |  |

**IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.**

|   |              |  |
|---|--------------|--|
| <b>GRANTEE</b>  |              | <b>This Grant Agreement is exempt from DGS-OLS approval, per (SCM §4.06)</b> |
| GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)<br>Name of Grantee |              |  |
| BY (Authorized Signature)<br>   | DATE SIGNED: |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING:<br>Authorized Name and Title  |              |  |
| ADDRESS<br>Grantee Address<br>City, State Zip   |              |  |
| <b>GRANTOR (STATE OF CALIFORNIA)</b>  |              |  |
| AGENCY NAME<br>Sacramento-San Joaquin Delta Conservancy   |              |  |
| BY (Authorized Signature)<br>   | DATE SIGNED: |  |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Campbell Ingram, Executive Director                                 |              |  |
| ADDRESS<br>1450 Halyard Drive, Suite 6<br>West Sacramento, CA 95691   |              |  |

## EXHIBIT A SCOPE OF WORK

### (Project Title of Agreement)

#### I. BACKGROUND

The Ecosystem Restoration and Water Quality Grant Program was developed in response to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Proposition 1 amended the California Water Code (CWC) to add, among other articles, Section 79738, authorizing the Legislature to appropriate funds to the Sacramento-San Joaquin Delta Conservancy (Conservancy / Grantor) to fund multi-benefit ecosystem and watershed protection and restoration projects that benefit the Delta.

#### II. AUTHORITY

[Grantee Name] (Grantee) is a [ENTER APPROPRIATE TYPE: Nonprofit, Public Agency, Tribal Organization, Mutual Water Company], validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Grantee shall complete activities as set forth in Exhibit A. Grantee's use of the Grant funds is limited to those expenditures necessary to implement the Project and that are eligible under applicable State of California law. Furthermore, Grantee's expenditure of Grant funds must be in accordance with the project budget and summary (Exhibit B and B1) and including all other Exhibits set forth within this agreement. Grantee may not transfer Grant funds between or among Budget line items without written approval from the Grantor.

#### III. PROJECT STATEMENT

To further the goals of Proposition 1, Grantor is entering into a Grant Agreement (Agreement) with [Grantee Name] to provide funding to complete the activities set forth in this Agreement for the project entitled [Project Title].

[Insert BRIEF overview, which sums up project in one or two paragraphs:

- The purpose of this project is to....
- Why is project necessary?
- What is history of project if this Grant is part of a multiphase project? [Outline all phases.]

1. **Objectives(s)**: Specific objectives of this project are to [Describe the overarching objective(s). Enumerate objectives in separate paragraphs. Project Implementation section will spell out specific tasks associated with these objectives.]

2. **Project Description**:

**Location**: [Describe physical location(s) of project].

**Project Set Up**: [This section must outline the name of the entity of those that are performing tasks (grantee staff, consultants, grantee subcontractors). The project will include project staff and subcontractors that are identified in the budget and have been approved by the Grantor.]

- Describe each subcontractor separately. Each task must be associated with a person/entity who is performing task. If a subcontractor has not yet been identified, refer to the type of subcontractor, e.g., construction subcontractor, engineering subcontractor, etc.
- Describe the itemized tasks of personnel performing in-kind services.

3. **Materials and Equipment**: [Similar to Project Set Up, this section must outline materials and equipment and must align with items identified in budget. If grantee or subcontractor is providing materials or equipment and not charging the grant, make that clear here as well.]

4. **Project Implementation**: Grantee will complete the tasks listed in Section 6 as proposed and approved in the Fiscal Year 2015-16 Proposition 1 Grant Program solicitation process. Complete proposed project application is located at: [Provide link](#)  
(Enumerate tasks descriptions for project here. These tasks must align with schedule and list of deliverables in the next section as well as the budget.)



**5. Monitoring and Data Management:** Grantee will conduct the monitoring consistent with Grant Guidelines. This section will describe the required monitoring as described in the application, and any additional monitoring identified in staff recommendations, and the long term operation and maintenance monitoring. All monitoring data must be reported in the State centralized system

**6. Schedule and List of Reporting Deliverables:**

| <b><u>Task</u></b> | <b><u>Task Title</u></b>                       | <b><u>Deliverables and Key Project Milestones</u></b>   | <b><u>Estimated Completion Dates</u></b>   |
|--------------------|--|---|--|
| 1                  | Project Management, Administration and Reports | a. Invoices<br>b. Progress Reports<br>c. Annual Report<br>d. Draft Final Report<br>e. Final Report<br>f. Close-Out Summary Report | a. Due no more frequent than Quarterly.<br>b. Due within thirty (30) days following each quarterly month following Agreement execution through final report deliverable.<br>c. Due within thirty (30) days following each annual cycle.<br>d. Due sixty (60) days prior to end of grant term<br>e. Due thirty (30) days prior to end of grant term<br>f. Due thirty (30) days prior to end of grant term |
| 2                  | Permit Compliance                              | a. Permit Compliance Summary  | a. Due 2 weeks prior to bid solicitation   |
| 3                  | Construction Management and Construction       | a. Run Bid Selection Process<br>b. Conduct Weekly Construction Meetings<br>c. Construction Summary Report                         | a. <Insert estimated due date><br>b. Weekly from June – October during active Construction<br>c. Due thirty (30) days following the close of the active construction work window.  |

**IV. CONTACTS:**

The Project Officials during the term of this Agreement are:

|   |  |
|---|--|
| <b>Sacramento-San Joaquin Delta Conservancy Project Manager:</b>  | <b>«Enter Grantee Legal Business Name»:</b>  |
| <b>Name:</b> «Enter Name and Title»<br><b>Address:</b> 1450 Halyard Drive, Suite 6<br>West Sacramento, CA 95691<br><b>Phone:</b> «Enter Phone Number»<br><b>Email:</b> «Enter E-mail address» | <b>Name:</b> «Enter Grantee's Name and Title»<br><b>Address:</b> «Enter Address»<br><b>Phone:</b> «Enter Phone Number»<br><b>Email:</b> «Enter E-mail address» |

Direct all administrative inquiries to:

|   |  |
|---|--|
| <b>Sacramento-San Joaquin Delta Conservancy Grant Manager:</b>  | <b>«Enter Grantee Legal Business Name»:</b>  |
| <b>Name:</b> Jessica O'Connor<br><b>Address:</b> 1450 Halyard Drive, Suite 6<br>West Sacramento, CA 95691<br><b>Phone:</b> (916) 375-2090<br><b>Email:</b> joconnor@deltaconservancy.ca.gov | <b>Name:</b> «Enter Grantee's Name and Title»<br><b>Address:</b> «Enter Address»<br><b>Phone:</b> «Enter Phone Number»<br><b>Email:</b> «Enter E-mail address» |

Either party may change the point of contact at any time by providing a ten (10) day advance written notice to the other party.

**V. REPORTS**

**1. Progress Reports:**

Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

- a. Grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Reports and Quarterly Expenditure Projection Reports (Exhibit I). These reports are required to be submitted to the Grantor Project Manager in accordance with Exhibit A, Scope of Work and other Exhibits of this Agreement and adhering to the following schedule:

- 1<sup>st</sup> Quarter      January 1 - March 31      Due April 30
- 2<sup>nd</sup> Quarter      April 1 - June 30      Due July 30
- 3<sup>rd</sup> Quarter      July 1 - September 30      Due October 30
- 4<sup>th</sup> Quarter      October 1 - December 31      Due January 30

The Grantor reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

- b. The Quarterly Progress Report (Exhibit I), shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and will also

- include an evaluation of project performance that links to the project's performance measures. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs as scheduled in Exhibits A and B.
- c. Wetland and riparian restoration project data shall be uploaded to EcoAtlas. Monitoring data shall be uploaded to statewide data systems, as applicable, in a manner that is compatible and consistent with the WRAMP framework. If the project includes water quality monitoring data collection, it shall be collected and reported to the California Environmental Data Exchange Network [CEDEN]
  - d. Grantee must monitor and report project performance with respect to the stated benefits identified in the approved grant proposal. Grantee will prepare the Performance Measures Table, specific to the project included but not limited to the following items:
    - o A framework for assessment and evaluation of project performance.
    - o The measures that will be used to monitor progress towards achieving project goals and desired outcomes.
    - o Tool(s) for grantees and grantor to monitor and measure project progress and guide final project performance reporting that will fulfill the grant agreement requirements.
    - o Quantifiable value of public expenditures to achieve environmental results.
  - e. Grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the Grantor for review and document all subcontractor activities in the Quarterly Progress Reports.
  - f. The Quarterly Expenditure Projection Report (Exhibit I) shall reflect both actual and projected expenditures. The sum of all quarterly expenditure projection reports should equal that of approved Grant Amount.

## **2. Final Report:**

A Final Report is required within 30 days prior to the end date of the Grant term, and will summarize the life of the Grant agreement and also describe the work and results pursuant to

Exhibit A. The Final Report will include, among other things, a discussion of findings, conclusions, or recommendations for follow-up, ongoing, or future activities. The Draft Final Report is due to Grantor Project Manager no later than 30 days prior to delivery of the Final Report.

- a. At the completion of this Project and prior to final payment, the Grantee Project Representative shall submit Exhibit J, Grantee's Release to the Grantor.
- b. Disclosure requirements include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an Agreement with the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) pursuant to The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (CWC §79707[g]). The contents of this document do not necessarily reflect the views and policies of the Delta Conservancy, nor does mention of trade names or commercial products constitute endorsement or recommendation of use."

Grantee shall include in each of its subcontracts for work under this Agreement a provision that incorporates the requirements stated within this subtask.

- c. Grantee shall notify the Grantor at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by Grantor representatives.
- d. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon request by the Grantor.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. BUDGET DETAIL**

1. The Grantee agrees to perform and complete the work described in Exhibit A, Scope of Work within the budget specified below for a total budget not to exceed \$Agreement Total.
  1. \$ \_\_\_\_\_ for the fiscal year (Enter FY Dates).
  2. \$ \_\_\_\_\_ for the fiscal year (Enter FY Dates).
  3. \$ \_\_\_\_\_ for the fiscal year (Enter FY Dates).
  4. \$ \_\_\_\_\_ for the fiscal year (Enter FY Dates).

**II. INVOICE AND PAYMENT**

1. For tasks satisfactorily rendered, in accordance with the all Exhibits, terms and conditions of this Grant agreement; and upon receipt and approval of original itemized invoice(s), and including any required progress reports or other mandatory documentation identified within this Agreement, the Grantor agrees to reimburse Grantee for actual expenditures of the tasks, no more frequently than quarterly in arrears, in accordance with the rates specified in Exhibit B, Attachment 1 – Budget Summary. The Grantor will not accept an invoice for which work has not been approved or is outside of the Grant Agreement terms and will return the invoice as a disputed invoice to the Grantee.
2. The Grantor will only reimburse for expenses incurred during the term of the agreement period.
3. Each invoice for payment must be accompanied by a written description, not to exceed two pages in length; of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.
4. Invoices shall be submitted not more frequently than quarterly in arrears after Grantee receives notice of satisfactory completion or acceptance of work by the Grantor's Project Manager.

Grantee shall submit (1) copy of the invoice bearing the agreement number and including other required information below to:

Sacramento-San Joaquin Delta Conservancy  
Attention: Grant Manager  
1450 Halyard Drive, Suite 6  
West Sacramento, CA 95691

Invoices must be printed on Grantee's letterhead and must be signed by an authorized official certifying that the expenditures claimed represent actual expenses for the tasks performed under this agreement. Invoices must also at a minimum include the following information:

- Grant agreement number
- Invoice number
- Invoice date
- Performance service period (i.e., include terms "from" and to")
- Description of the work performed for the service period
- Itemized cost breakdown by Task and Deliverable and Outcome at the same or greater level of detail as indicated in this agreement
- Original receipts and supporting documentation of actual out-of-pocket expenses (must be pre-approved by the Grantor Project Manager)
- Total amount being billed for the service period, within the term of the agreement
- Grantee's signature

In addition, if travel is a reimbursable expense, original receipts must be maintained to support the claim expenditures and the following must be attached to the invoice (travel must be pre-approved by Grantor Project Manager):

- Travel Expense Claim (Std. 262), which can be found at the following link:  
<http://www.documents.dgs.ca.gov/osp/pdf/std262.pdf>
- Include travel expense amount in the total amount of invoice
- Reimbursement is made according to CalHR current state rates, see  
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization from the Grantor.

4. Invoices submitted for payment must be within 30 days following the end of the calendar quarter in which the work was performed and costs incurred in the performance of the Agreement, unless the agreement has reached the expiration/termination date or alternate deadline is agreed to in writing by the Grantor Project Manager (see item VI. "Timely Submission of Final Invoice").

Undisputed invoices shall be paid within 45 days of the date received by the Grantor's Contracted Fiscal Services, Accounts Payable Unit.

5. Invoices shall be paid based on actual expenses incurred and shall not exceed the total amount of this agreement. In the event actual expenditures differ from the estimated amounts of the budget, the Grantee's Project Representative and the Grantor's Project Manager may re-negotiate specific line-item adjustments provided the overall total project cost does not exceed the total agreement value (see item VIII. "Budget Modifications").

Costs and/or expenses deemed unallowable are subject to recovery by the Grantor (see item IX. "Recovery of Overpayments").

### **III. ADMINISTRATIVE COSTS**

#### **1. Eligible Costs**

Only project costs for items within the scope of the project and within the time frame of the project agreement are eligible for reimbursement. Costs related to project-specific performance measures and reporting are required to be addressed in the project budget.

Eligible administrative costs must be directly related to the project and may not exceed five (5) percent of the project implementation cost. To determine the amount of eligible administrative costs, the Grantee must first determine the cost of implementing the project, not including any administrative costs. Once the project implementation cost has been determined, the Grantee may calculate administrative costs and include them in the total grant request. Similar to the traditional definition of "overhead" and "indirect", administrative costs must be reasonable, allocable, and applicable and may include administrative support, office-related expenses, and personnel.

2. Ineligible Costs

Grant funding may not be used to establish or increase a legal defense fund or endowment, make a monetary donation to other organizations, pay for food or refreshments, or eminent domain processes.

**IV. STATE BUDGET CONTINGENCY CLAUSE**

1. 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, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this agreement and Grantee shall not be obligated to perform any provisions of this agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
3. If funding for any fiscal year is not obligated by the funder, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to the Grantee to reflect the reduced amount.

**V. PROMPT PAYMENT CLAUSE**

1. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Grantee per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

**VI. TIMELY SUBMISSION OF FINAL INVOICE**

1. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless the Grantor Project



Manager agrees to a later or alternate deadline in writing. The final invoice must be clearly marked "**FINAL INVOICE**" and "Exhibit J, Grantee's Release" must be attached, thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

2. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Grantor Project Manager prior to the expiration or termination date of this agreement.

## **VII. REVIEWS**

1. Each party reserves the right to review service levels and billing procedures as these impact charges against this agreement.

## **VIII. BUDGET MODIFICATIONS**

1. Changes to the line-item budget within a specific task may be made without formal amendment (not to exceed 10% and no more than \$5,000 of line-item) provided the change does not exceed the total amount of the agreement. The Grantee must adequately document the need for the change and all of the following requirements must be met:
  - a. The Grantee submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
  - b. The Grantor Project Manager approves such changes in writing prior to implementation. The Grantor shall have thirty (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.
2. Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal agreement amendment.

## **IX. RECOVERY OF OVERPAYMENT**

1. Grantee agrees that claims based upon the grant agreement audit finding and/or audit finding that is appealed and upheld, will be recovered by the State government by one of the following options:

- a. Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
  - b. A repayment schedule, which is agreeable in writing to both the Grantor and the Grantee.
2. The State reserves the right to select which option will be enforced and the Grantee will be notified by the State in writing of the claim option to be utilized.
3. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

**EXHIBIT B, ATTACHMENT 1**  
**BUDGET SUMMARY**

**I. EXPENDITURE SUMMARY**

1. Line Item Budget Detail [Enter Line Item Budget]

[Budget must be broken down into six sections as applicable: 1. Personnel Services; 2. Operating Expenses: General; 3. Operating Expenses: Subcontractors; 4. Operating Expenses: Equipment; 5. Subtotals and Indirect Costs; and Total.]

Budget table must be in format and include level of detail used for application. Classifications must be broken out separately. Note, subcontractors and equipment line items may not be used in calculation of indirect costs. Subcontractors do not need separate budget and may have one total line item, with a description of services. Travel, lodging, and per diem may not exceed state rates.

Do not include cost share information here – rather use table in next section.]

2. Table of Funding Sources and Cost Share

[Complete table as applicable, identifying sources by name]

| SOURCE OF FUNDS  | CASH  | IN-KIND<br>(If Applicable) | TOTAL |
|--|---|----------------------------|-------|
| <b>Proposition 1<br/>Grant Program</b>                             | \$ [Amount must equal<br>amount on page 1 of<br>agreement and line item<br>budget total.] | \$                         | \$    |
| <b>Other State Agency(ies)<br/>(List by name)</b>                  | \$  | \$                         | \$    |
| <b>Federal Agency(ies)<br/>(List by name)</b>                      | \$  | \$                         | \$    |
| <b>Grantee</b>   | \$  | \$                         | \$    |
| <b>Other(s) including partners<br/>(if applicable, state name)</b> | \$  | \$                         | \$    |
| <b>Total Project Cost</b>  | \$  | \$                         | \$    |

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grantor Project Manager. Projects with undisclosed fund sources may be subject to an audit.

**EXHIBIT B, ATTACHMENT 2**  
**SAMPLE INVOICE**

(This is an example only; Grantee is only required to submit the information as described in Exhibit B, Attachment 1)

**PROJECT TITLE:**  
**GRANT NUMBER: (2015-16-XXXP1)**

**INVOICE #:**

**INVOICE DATE:**

**PERFORMANCE SERVICE PERIOD DATES: (FROM/TO)**

**ITEMIZED COST:** (All tasks should exactly match those identified in the Scope of Work and Budget. Budget should be broken out into Sections: 1. Personnel Services; 2. Operation Expenses: General; 3. Operating Expenses: Subcontractors; 4. Operating Expenses: Equipment; 5. Indirect Costs. (As applicable))

| Task #         | Task Section | Percent of Task Complete | Amount Invoiced for each Task (current fiscal year) | Amount Invoiced To Date (all fiscal years) | Balance Remaining | TOTAL LINE ITEM |
|----------------|--------------|--------------------------|---|--|-------------------|-----------------|
| <b>Task 1</b>  | 1            |                          |   |  |                   |                 |
|                | 2            |                          |   |  |                   |                 |
| <b>Task 2</b>  | 1            |                          |   |  |                   |                 |
|                | 2            |                          |   |  |                   |                 |
| <b>Task 3</b>  | 1            |                          |   |  |                   |                 |
|                | 2            |                          |   |  |                   |                 |
| <b>TOTALS:</b> |              |                          |   |  |                   |                 |

**PROJECT STATUS TO DATE (BY TASK)**

This should be a cumulative overview of the activities performed to date by task, deliverable and outcome and include both current and past information for each task. Please list all new information at the top of each task section so that it is clear which information is the most recent.

TASK 1:

TASK 2:

TASK 3:

**Note:** Invoices shall be submitted with original receipts and supporting documentation of expenses not more frequently than quarterly in arrears to:

Sacramento-San Joaquin Delta Conservancy  
 Attention: Grant Manager  
 1450 Halyard Drive, Suite 6  
 West Sacramento, CA 95691

\_\_\_\_\_  
 Grantee Authorized Approval

\_\_\_\_\_  
 \$  
 Total Amount of this Invoice

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**  
**(Example for Public Entities)**

- I. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Grantor. Grantee may not commence performance until such approval has been obtained.
  
- II. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
  
- III. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  
- IV. **AUDIT**: Grantee agrees that the awarding department, the Department of General Services, the Department of Finance, the 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 Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours 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 State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
  
- V. **INDEMNIFICATION**: 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 Grantees, 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 Grantee in the performance of this Agreement.

- VI.** DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.
- VII.** TERMINATION FOR CAUSE: The Grantor may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. If the Grantee fails to complete the project on time in accordance with this Agreement prior to the termination date or in accordance with the Scope of Work, the Grantee shall be liable for immediate repayment to the Grantor of all amounts disbursed by the Grantor under this Agreement, plus accrued interest. The Grantor may, in its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Grantor may have for breach of this Agreement.
- VIII.** INDEPENDENT GRANTEE: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- IX.** RECYCLING CERTIFICATION: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- X.** NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure 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 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 Agreement.

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

- XI. LICENSES AND PERMITS (If Applicable): The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and pay provisions area.
- XII. CERTIFICATION CLAUSES: The Grantee Certification Clauses contained in the document are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- XIII. TIMELINESS: Time is of the essence in this Agreement.
- XIV. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be compensation for all reasonable and eligible expenses incurred by Grantee in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- XV. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
- XVI. VENUE: All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.
- XVII. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.



- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**XVIII.** CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- 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.

**XIX.** UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**XX.** PRIORITY HIRING CONSIDERATIONS: If this Grant includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**XXI.** SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Grant Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**XXII.** LOSS LEADER: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**I. EXCISE TAX**

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

**II. DISPUTE RESOLUTION**

Any claim that the Grantee may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Grant Manager in writing within ten (10) days of discovery of the problem. The Grantee and the Grantor Director or Director's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Grantee and the Grantor are unable to resolve the dispute, the decision of the Director or Director's designee will be final, unless appealed to a court of competent jurisdiction. Grantee will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language including that of the bid proposal.

**III. ACKNOWLEDGMENT OF CREDIT**

The Grantee will include appropriate acknowledgment of credit to the State of California, Grantor, and all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

**IV. STANDARD OF PROFESSIONALISM**

The Grantee will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

**V. TERMINATION WITHOUT CAUSE**

The Grantor may terminate this Agreement without cause upon thirty (30) days advance written notice. The Grantee will be reimbursed for all reasonable expenses incurred up to the date of termination.

**VI. COMPUTER SOFTWARE**

If software usage is an essential element of performance under this Agreement, the Grantee certifies that it has appropriate systems and controls in place to ensure that Grantor funds will not

be used in the performance of this Agreement. Acquisition, operation, or maintenance of computer software during the term of this Agreement must be performed in accordance with all applicable laws and vendor license agreements. Grantee will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Grantor location.

## **VII. RIGHTS IN DATA**

The Grantor will retain rights to all final products produced as a result of this agreement. The Grantee will provide the Grantor with an electronic or camera-ready version of the final product. Grantee will have full rights to reproducing the product(s) as long as used for government and not commercial, purposes. The Grantor has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this grant; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Grantor.

## **VIII. COPYRIGHT**

All rights in copyright works created by Grantee in the performance of work under this Agreement are the property of the Grantor. The Grantor will extend Grantee a royalty-free, nonexclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial purposes.

## **IX. INTELLECTUAL PROPERTY INDEMNITY**

Grantee will defend and indemnify Grantor from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Grantee, its employees, or agents, in connection with intellectual property claims against either deliverables or the Grantee's performance thereof under this Agreement.

## **X. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor 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 the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make

payments to the Grantee. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

#### **XI. SUBCONTRACTING**

The Grantee is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractor, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Grantor Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Grant Project Manager. Grantee warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the Agreement terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

#### **XII. FORCE MAJEURE**

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

#### **XIII. AGENCY LIABILITY**

The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the Grantor will, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### XIV. RENEWAL OF GRANTEE CERTIFICATION CLAUSES

Grantee will renew the Grantee Certification Clauses or successor documents every year or as changes occur, whichever occurs sooner.

#### XV. CONFLICT OF INTEREST

1. Current and Former State Employees: Grantee should be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - a. Current State Employees: (PCC §10410)
    - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - (b) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.
  - b. Former State Employees: (PCC §10411)
    - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a grant agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
    - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.
2. Penalty for Violation: If the Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void (PCC §10420).
3. Members of Boards and Commissions: Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (PCC

§10430(e).

4. Representational Conflicts of Interest: The Grantee must disclose to the Grantor Project Manager any activities by Grantee or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to the Grantor Program. The Grantor may immediately terminate this agreement if the Grantee fails to disclose the information required by this section. The Grantor may immediately terminate this Agreement if any conflicts of interest cannot be reconciled with the performance of services under this Agreement.

5. Financial Interest in Grants: Grantee should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any Agreement made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

6. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Grantee and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the Grant price) may not submit a bid/SOQ, or be awarded a Grant agreement, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services Agreement (see PCC §10365.5).

## **XVI. POLITICAL REFORM ACT REQUIREMENTS**

1. Form 700 Disclosure: The Grantee is considered to be a “consultant,” i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, the Grantee shall complete and submit to the Grantor’s Grant Manager an “Assuming Office” Form 700, Statement of Economic Interest, within 30 days of the effective date of the Agreement, updated both annually and when changes in duties occur. Grantees may access the form 700 on the Fair Political Practices Commission website, [www.fppc.ca.gov](http://www.fppc.ca.gov). Any questions regarding

completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). Grantee will also be required to submit a leaving office statement upon completion of all Agreement assignments.

2. Financial Conflict of Interest Prohibition: Grantee must review his or her Form 700 and determine whether, in the light of the interests disclosed, performance under the Agreement could violate Government Code §87100. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

3. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Agreement and shall be grounds for immediate termination of this Grant:
  - a. Failure to complete and submit all required Form 700(s) by the appropriate filing deadlines, or respond to any request from the Grant Manager for additional information regarding any Form 700;
  - or
  - b. Failure to notify the Grantor of a potentially disqualifying conflict of interest.

## **XVII. INSURANCE REQUIREMENTS**

1. When Grantee submits a signed Agreement to the State, Grantee shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
- c. That the State will not be responsible for any premiums or assessment on the policy.



Grantee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Department will not provide for nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance.

#### **XVIII. SITE VISITS**

1. Grantor staff, or its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by Grantor on the premises of the Grantee or a subcontractor under an award, the Grantee shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Grantor staff or authorized representatives in the performance of their duties.

**EXHIBIT E**  
**PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION**

- I. For purposes of this Exhibit, “Grantee” means any Grantee or researcher, including a Non-State Entity Grantee or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Grantor pursuant to an Agreement, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works Agreement, or other contractual vehicle (collectively “Agreement”). The term “Grantee” also includes Grantee’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales Agreement, or other legal relationship with Grantee to carry out the terms of the Agreement.
  
- II. This Exhibit terms shall apply to all Grantees who have an Agreement with the Grantor and require or permit access to Confidential or Sensitive Information in conducting business with the Grantor performing duties under an Agreement with the Grantor.
  
- III. Grantee shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
  
- IV. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
  
- V. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.

- VI.** For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
- VII.** Grantee shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Grantee’s shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
- VIII.** Grantee shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
- IX.** Grantee and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Grantee shall maintain a current listing of all Grantee and Affiliate personnel with access to Confidential and Sensitive Information.
- X.** Grantee shall notify Grantor promptly if a security breach involving Confidential or Sensitive Information occurs or if Grantee becomes legally compelled to disclose any Confidential Information.
- XI.** Grantee shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
- XII.** If Grantee obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Grantee shall substitute non-personal identifiers as soon as possible.

- XIII.** All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Grantee or Grantee's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Grantee and Grantee's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Grantor) without prior written approval from the Grantor.
- XIV.** At or before the termination date of the Agreement, Grantee shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Grantor; or (c) if required by law to retain such information beyond the termination date of the agreement, provide for the Grantor's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
- XV.** Grantee shall cooperate with the Grantor's Information Security Officer or designee in carrying out the responsibilities set forth in this Exhibit.

Failure to adhere to these requirements may be grounds for termination of the Agreement and for imposition of civil and criminal penalties.

**EXHIBIT E, ATTACHMENT 1 (EXAMPLE)**  
**NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, contained in Exhibit E between the (Name of Grantee) and the Sacramento-San Joaquin Delta Conservancy (Grantor). I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the **Exhibit E, Attachment 1**. I acknowledge that a violation of this certificate may result in termination of the Agreement and/or imposition of civil or criminal penalties.

Signed: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Representing (give name of Grantee/Affiliate): \_\_\_\_\_

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

**EXHIBIT F**  
**GRANTEE CERTIFICATION CLAUSES**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Grantee Name (Printed)</i>                   |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**I. STATEMENT OF COMPLIANCE:**

1. Grantee has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**II. DRUG-FREE WORKPLACE REQUIREMENTS:**

1. Grantee 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:
2. 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.
3. Establish a Drug-Free Awareness Program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the person's or organization's policy of maintaining a drug-free workplace;
  - c. any available counseling, rehabilitation and employee assistance programs; and,
  - d. penalties that may be imposed upon employees for drug abuse violations.
4. Every employee who works on the proposed Agreement will:
  - a. receive a copy of the company's drug-free workplace policy statement; and,
  - b. 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 agreements if the Grantor determines that any of the following has occurred: (1) the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

**III. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

1. Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

**IV. EXPATRIATE CORPORATIONS:**

1. Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**V. SWEATFREE CODE OF CONDUCT:**

1. All Grantees providing services for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
2. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a)

**VI. DOMESTIC PARTNERS:**

1. For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

**VII. UNION ORGANIZING:**

1. Grantee hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

- I. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was



employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- II. 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 affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700) 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.)
- III. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- IV. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

- VIII.** RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- IX.** AIR OR WATER POLLUTION VIOLATION: Under the 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 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.
- X.** PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.

**EXHIBIT G (EXAMPLE)**  
**CERTIFICATION FOR CONSERVATION EASEMENT PROJECTS**

The Grantee agrees to provide the required information for a Conservation Easement to the Grantor as listed in the checklist below. The checklist will indicate the information and documentation that has already been submitted and approved by the Grantor. Any unchecked areas must be completed and documentation submitted to the Grantor as specified in the Scope of Work (Exhibit A). Funds will not be transferred into escrow until the relevant items below have been received and approved.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Grantee Name (Printed)</i>                   |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**Delta Conservancy Proposition 1 Grant Program**  
**Checklist for Conservation Easement Proposals**

**Project No:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**I. Information Submitted with Application:**

- A table including: parcel numbers, acreage, willing seller name and address, breakdown of how the funds will be budgeted, and an acquisition schedule
- Copy of the Purchase Agreement or a Willing Seller Letter
- Appraisal or Estimation of Fair Market Value
- Preliminary Title Report
- Letter stating that applicant will directly pay DGS for review of appraisal and associated materials
- Map of plotted easements
- Underlying documents to title exceptions, upon request
- Analysis of mineral rights issues, if applicable

**II. Staff Review and Evaluation:**

- Staff will review and evaluate all submitted information and work with Legal Counsel to determine if these supporting documents are adequate and consistent with the requirements of the grant funds

*POLICIES GOVERNING GRANT AGREEMENT FOR CONSERVATION EASEMENT*

### III. Board Approval:

#### Staff recommendations for Board Approval include the following:

- A copy of the table including: parcel numbers, acreage, willing seller name and address, breakdown of how the funds will be budgeted, and an acquisition schedule
- A copy of the Purchase Agreement or a Willing Seller Letter
- A copy of the Appraisal or Estimation of Fair Market Value
- A copy of the Preliminary Title Report
- A copy of the map of plotted easements
- A copy of underlying documents to title exceptions, if requested
- A copy of the analysis of mineral rights issues, if applicable

### IV. Before Execution of Agreement:

- Applicant submits the appraisal to the Conservancy for DGS review and approval  
[DGS APPRAISAL GUIDELINES](#)
- Staff reviews State Lands Commission holdings, if applicable
- Applicant submits draft grant deed or conservation easement
- Applicant provides any updates to PTR
- Applicant's board provides a resolution for Grant Authority certifying that:
  - Signatory has authority
  - Acceptance of grant
  - Acceptance of property interest

*SAMPLE RESOLUTION DOCUMENT*
- Staff reviews mineral rights, if applicable
- Applicant submits Phase 1 Environmental Site Assessment for review/approval by DC PL
- Applicant submits stewardship plan
- Applicant submits escrow instructions for review/approval by DC PL
- Applicant submits an original, certified copy of the fully executed grant deed or conservation easement certified by the escrow officer holding the document
- Applicant submits Disbursement Request with original signature of Grantee's authorized signatory  

*SAMPLE DISBURSEMENT REQUEST DOCUMENT*
- Board approved the project (Date: \_\_\_\_\_)
- Grant Agreement must be fully executed by Grantee & DC Executive Officer

### V. Conservation Easement Grant - Closing Escrow (Before final invoice is paid):

#### DC PL must review/approve:

- Baseline report  

*MINIMUM REQUIREMENTS FOR BASELINE REPORTS*
- Monitoring protocol  

*MINIMUM REQUIREMENTS FOR MONITORING PROTOCOLS*

**CLOSING THE PROJECT. After COE, applicant submit the following to DC PL (*Before grant is closed*):**

- A copy of the recorded deed
- A copy of the recorded NUGA (*original to follow via County Recorder*)
- A copy of the title insurance policy
- Escrow closing statement

**EXHIBIT H (EXAMPLE)**  
**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE**

The Grantor's Board must review and approve the California Environmental Quality Act (CEQA) requirements for the (title of project) project. The Grantee agrees that the findings of the CEQA review will be mitigated consistent with the approval certification. CEQA compliance must be reported in writing as part of the grantee's quarterly, annual, and final reports to the Grantor as the responsible agency.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Grantee Name (Printed)</i>                   |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**EXHIBIT I (EXAMPLE 1)  
 REPORT FORMATS AND REQUIREMENTS**

**QUARTERLY PROGRESS REPORT #**

|  |   |  |   |
|--|---|--|---|
| First Quarter <input type="checkbox"/> | Second Quarter <input type="checkbox"/> | Third Quarter <input type="checkbox"/> | Fourth Quarter <input type="checkbox"/> |
| January 1 - March 31                   | April 1 - June 30                       | July 1 - September 30                  | October 1 - December 31                 |

**Project Name**

Submitted by: "Grantee Project Representative"

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

**Summary of Work Completed During This Reporting Period**

| Task # | Description of Progress | % of Task Complete | Consistent w/Exhibit A   |
|--------|-------------------------|--------------------|--|
|        |                         |                    | Schedule?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> If no, explain |
|        |                         |                    |  |
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**Attach Progress Report Narrative**

**EXHIBIT I (EXAMPLE 2)**  
**REPORT FORMATS AND REQUIREMENTS**

**QUARTERLY EXPENDITURE PROJECTION REPORT**  
**(Current Periods Only)**

|  |   |  |   |
|--|---|--|---|
| First Quarter <input type="checkbox"/> | Second Quarter <input type="checkbox"/> | Third Quarter <input type="checkbox"/> | Fourth Quarter <input type="checkbox"/> |
| January 1 - March 31                   | April 1 - June 30                       | July 1 - September 30                  | October 1 - December 31                 |

| QUARTER            | YEAR | ACTUAL | PROJECTED | CUMULATIVE |
|--------------------|------|--------|-----------|------------|
|                    |      | \$     | \$        | \$         |
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|                    |      |        |           |            |
| <b>GRAND TOTAL</b> |      |        |           | \$         |

**Quarter** - Start with the first quarter of your actual/projected expenditures.

**Actual** - Report only those expenditures which have been submitted and approved for payment.

**Projected** - Report your projected expenditures on a quarterly basis. (This information is required for State Treasurer’s Office purposes.)

**Cumulative** - Subtotal your cumulative expenses on a quarterly basis for the life of your grant.



**EXHIBIT J (EXAMPLE)**  
**GRANTEE'S RELEASE**

**Instructions to Grantee:**

**With final invoice(s) submit one (1) original.** The original must bear the original signature of a person authorized to bind the Grantee.

**Submission of Final Invoice**

Pursuant to **Agreement number** 2015-16-xxxP1 entered into between Grantor and the Grantee (identified below) the Grantee does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_ in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_. If necessary enter "See Attached" in the appropriate blocks and attach a list of invoice numbers dollar amounts and invoice dates.

**Release of all Obligations**

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Grantee does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced Agreement.

**Repayments Due to Audit Exceptions / Record Retention**

By signing this form, Grantee acknowledges that expenses authorized for reimbursement does not guarantee final allowance of said expenses. Grantee agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced Agreement must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said Agreement.

**Reminder to Return State Equipment/Property (If Applicable)**

(Applies only if equipment was provided by the Grantor or purchased with or reimbursed by Agreement funds) Unless the Grantor has approved the continued use and possession of State equipment (as defined in the above referenced Agreement) for use in connection with another Grant agreement with the Grantor, Grantee agrees to promptly initiate arrangements to account for and return said equipment to the Grantor, if said equipment has not passed its useful life expectancy as defined in the above referenced Agreement.

**Patents / Other Issues**

By signing this form, Grantee further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced Agreement, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE**

Grantee's Legal Name (as on Agreement): \_\_\_\_\_

Signature of Grantee or Official Designee: \_\_\_\_\_

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

Printed Name/Title of Person Signing: \_\_\_\_\_

**EXHIBIT K (EXAMPLE)**  
**POSTCONSUMER-CONTENT CERTIFICATION**

**STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

The State of California is required to purchase recycled-content products rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each State agency is required to purchase recycled-content products in sufficient quantities to ensure that mandated recycled-content product procurement goals are attained within eleven product categories. These eleven product categories and their respective minimum recycled-content requirements are outlined below.

In order to help State agencies identify all reportable purchases and all reportable recycled-content product purchases, Product suppliers are mandated by the California Public Contract Codes to certify the minimum, if not the exact recycled content, both secondary and post consumer material, of all the products, materials, goods, and supplies offered or sold to the State. (State agencies are also required to obtain this information from all Grantees.) Collectively, these mandates are referred to as the [State Agency Buy Recycled Campaign](#) (SABRC).

Regardless of the recycled content, or even if the product has no recycled content, the supplier must indicate that on the certification form or through some other form of written certification.

The 11 reportable product categories are described below. **For further information regarding the specific details on these categories, go to the following webpage** <http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/Buying.htm>

(See footnotes on the back of this page).

**FOOTNOTES:**

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (I))

| Code  | Product Categories                      | Product Examples  | Minimum Postconsumer Content Requirement   |
|---|---|---|--|
|   |   | <i>Examples are inclusive but are not limited to the individual product.</i>  |  |
| 1   | Paper Products                          | Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.   | 30 percent by fiber weight postconsumer fiber.   |
| 2   | Printing and Writing Papers             | Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.   | 30 percent by fiber weight postconsumer fiber.   |
| 3   | Mulch, Compost, and Co-compost Products | Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials. | 80 percent recovered material that would otherwise be normally disposed of in a landfill.  |
| 4   | Glass Products                          | Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.  | 10 percent postconsumer, by weight.  |
| 5   | Lubricating Oils                        | Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.  | 70 percent re-refined base oil.  |
| 6a  | Plastic Products                        | Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.   | 10 percent postconsumer, by weight.  |
| 6b  | Printer or Duplication Cartridges       |   | a. Have 10 percent postconsumer material, or<br>b. Are purchased as remanufactured, or<br>c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156. |
| 7   | Paint                                   | Water-based paint, graffiti abatement, interior and exterior, and maintenance.  | 50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).   |
| 8   | Antifreeze                              | Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.   | 70 percent postconsumer material.  |
| 9   | Tires                                   | Truck and bus tires, and those used on fleet vehicles and passenger cars.   | Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).   |
| 10  | Tire- Derived Products                  | Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.  | 50 percent recycled used tires.  |
| 11  | Metal                                   | Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.   | 10 percent postconsumer material, by weight.   |
| For additional information, please visit <a href="http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/">www.calrecycle.ca.gov/BuyRecycled/StateAgency/</a> |   |   |  |

**RECYCLED CONTENT CERTIFICATION FORM**

To be completed by the Grantee and returned to:

**Sacramento-San Joaquin Delta Conservancy**  
 Grant Manager  
 1450 Halyard Drive, Suite 6  
 West Sacramento, CA 95691  
 Tel: (916) 375-2091  
 FAX: (916) XXX-XXXX

GRANTEE SIGNATURE: \_\_\_\_\_

PERSON COMPLETING FORM: \_\_\_\_\_

DATE: \_\_\_\_\_ AGREEMENT NUMBER / PURCHASE ORDER NUMBER \_\_\_\_\_

| DESCRIPTION | PERCENT RECYCLED BY WEIGHT |                          | RECYCLED MATERIAL TYPE | BRAND |
|-------------|----------------------------|--------------------------|------------------------|-------|
|             | POSTCONSUMER R 1           | TOTAL RECYCLED CONTENT 2 |                        |       |
|             |                            |                          |                        |       |
|             |                            |                          |                        |       |
|             |                            |                          |                        |       |
|             |                            |                          |                        |       |

This form must be completed, signed, and returned by vendor, bidder, and/or Grantee. State law requires any and all recycled content of a product to be disclosed to the State by the manufacturer or supplier of the product. If a product contains no recycled content, either post consumer or secondary material, the vendor/bidder/Grantee shall so certify.

POST CONSUMER (1) materials are defined as only those materials that have been disposed of as a solid waste at the completion of their life cycle. Secondary material (i.e., manufacturing waste) **should not** be counted in this percentage. The post-consumer content is usually the second percentage in the description of the item's recycled content. (See example below)

TOTAL RECYCLED CONTENT (2) is the sum total of **ALL** recycled content in the item including both secondary and post-consumer materials. Usually this percentage is shown as the first percentage in a recycled content description such as "Carton contains 100% recycled fiber, and 40% post consumer fiber." In this example, the "100%" is the TOTAL recycled content and the "40%" is the POST CONSUMER recycled content.