



**GEORGE H. W. BUSH VAMOS A PESCAR EDUCATION FUND
ANGLING AND STEWARDSHIP GRANT PROGRAM**

PROJECT TITLE

GRANT AGREEMENT NUMBER - QXX91XXX

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: [Grantee Legal Name]
[Mailing Address]
[City, State Zip]

COVID-19 (Coronavirus) Requirements

Contractor and its subcontractor(s), collectively referred to as “Contractor”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to COVID-19. Contractor is required to practice physical distancing whenever possible and wear face covers in accordance with current California Department of Public Health guidelines.

In the event an individual working under this Contract exhibits COVID-like symptoms, Contractor agrees that individual will not work on this Contract unless he/she can work remotely or is quarantined for 14 days or has a negative test result. Contractor has the ability, subject to notification to CDFW’s Contract Manager and with CDFW’s approval to substitute that individual with a similarly qualified worker. If the Contractor becomes aware that an employee tests positive or has been exposed to someone who tests positive for COVID-19, the Contractor must immediately notify the CDFW Contract Manager, at a minimum of within 24 business hours. At that juncture, the Contractor may not proceed with CDFW-related work until receiving direction from the CDFW Contract Manager.

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to Fish and Game Code Section 401, the California Department of Fish and Wildlife (CDFW or Grantor), is authorized to enter into this Grant Agreement (Agreement) and to make an award to [Grantee Legal Name] (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

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[Grantee Legal Name]

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.06 - General Terms and Conditions, Grantor shall provide Grantee with a maximum of **\$XX,XXX [Enter dollar amount of CDFW funds only]** (Grant Funds) to financially support and assist Grantee's implementation of **[Enter Project Title from Proposal]** (Project).

2.02 Term: The term of this Agreement is **[Enter Term Start Date]**, or upon Grantor approval, whichever is later, through **[Enter Term End Date]**.

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

4.01 Existence and Power: Grantee is a non-profit 501(c)(3) organization 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.

4.02 Binding Obligation: This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement's terms.

SECTION 5 – GRANTEE'S AGREEMENTS

5.01 Purpose: This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.

5.02 Project: Grantee shall complete activities as set forth in Section 6 - Project Statement.

5.03 Use of Project Funds: Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 - Project Statement and Section 9 - Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval

from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.

- 5.04 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.05 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.
- 5.06 General Terms and Conditions:** Non-Public Entities General Grant Provisions (Exhibit 1.b) and Federal Grant Provisions (Exhibit 2) are attached hereto and made a part of this Agreement.
- 5.07 Amendments:** This Agreement may only be amended in accordance with Section 5.06 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.
- 5.08 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW and Sport Fish Restoration Funds. Further, Grantee shall include appropriate acknowledgement of credit to the Sport Fish Restoration Grant Program and its implementing agency, the CDFW, for Grantor’s financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.09 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 5.10 California Business and Professions Code Compliance:** Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professionals if required by the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). If Grantee fails to perform in accordance with the compliance provisions of this

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[Grantee Legal Name]

Agreement, Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** The Vamos A Pescar Angling and Stewardship Program provides multiple opportunities to educate youth and their families to participate as anglers and promote good stewardship toward the states aquatic resources, including multiple hands-on fishing skills development opportunities. This project aims to create an increasingly diverse, informed, and active cadre of conservation stewards and offer Californians an opportunity to learn to fish locally and promote awareness of angling regulations and safety.
- 6.02 Objectives:** Specific objectives of this Project are to: [Finish this sentence with overarching objective(s). Enumerate objectives in separate paragraphs. Section 6.06 - Project Implementation will spell out specific tasks associated with these objectives].
- 6.03 Project Description:** [Describe the project. This should include how the Grantee will accomplish the objectives].
- 6.04 Location:** The Project work will occur on [insert location, County, State, etc.]
- 6.05 Materials and Equipment:** Property acquisitions and equipment purchases must be consistent with Section 5.06 - General Terms and Conditions. [This section must outline materials and equipment proposed for purchase and align with anything identified in Budget. If equipment (as defined by section 21 of Exhibits 1.a, b & c: Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four years or more. Actual costs include the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use) is being purchased, clearly describe the purpose so that items in the budget are clearly explained. All costs listed in the budget must be justified and described in the project description. Indicate whether material is being purchased by the applicant or subcontractor. If Grantee or subcontractor are providing materials or equipment and not charging the grant, make that clear here as well.] **[If no materials or equipment are identified in the proposal, suggest using the following language:** All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.]

Example: Materials purchased by Grantee include steel pipe, pump components, wood piers, and wood platform. Grantee will rent ATVs for transportation to remote survey locations of the project. A qualified biologist will be subcontracted to complete...

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[Grantee Legal Name]

6.06 Project Implementation: Consistent with Grantee’s proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and Deliverables:

[Enumerate tasks for project here. These tasks will align with Section 6.07 - Schedule of Due Dates and Deliverables as well as Section 9 – Budget and Payment.]

Task 1: Project Management and Administration

Grantee’s Project Manager will provide administrative services associated with performing and completing all work for this Project, including [managing this Agreement, administering and managing any subcontracts, invoicing and payments, drafting and finalizing progress and final reports.]

[If the Tasks below will be conducted virtually, include the following in each Task: The Project will be carried out through virtual-learning modalities via [insert platform/delivery method].]

Task 2 – Task Name: Describe task activities and explain any deliverable items.

Task 3 – Task Name: Describe task activities and explain any deliverable items.

6.07 Schedule of Due Dates and Deliverables

[This section must include all tasks identified in 6.06 – Project implementation. Tasks should not be identified here that have not been addressed in 6.06.]

[Insert the completion dates of milestones in order to gauge progress of work completed. All tasks should be completed before the draft final report and final report are due.]

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	[Monthly, Quarterly, Annual] Progress Reports	Example: [Due within 30 days following each calendar quarter (March, June, September, December) following grant execution].
		[Quarterly, Monthly, Annual] Invoices	Example: [Due within 30 days following each calendar quarter (March, June, September, December) after grant execution].

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		Final Report	Example: Due no later than the Grant Term end date. [Insert Date]
		Final Invoice	Example: Due no later than 45 days after the Grant Term end date. [Insert Date].
2	[Task Name]		[Insert Date]
3	[Task Name]		[Insert Date]

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Jennifer Benedet	Name:	
Title:	Statewide R3 Coordinator	Title:	
Address:	1416 9 th Street, Suite 1280 Sacramento, CA 95814	Address:	
Phone:	(916) 651-7824	Phone:	
Email:	Jennifer.Benedet@wildlife.ca.gov	Email:	

Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Tevis Pieper	Name:	
Title:	Administrative Officer	Title:	
Address:	1416 9 th Street, Suite 1280 Sacramento, CA 95814	Address:	
Phone:	(916) 956-9545	Phone:	
Email:	Tevis.Pieper@wildlife.ca.gov	Email:	

SECTION 8 – REPORTS

8.01 Progress Reports: [Include these reporting requirements as tasks and in the timeline] Grantee shall submit [monthly, quarterly, annual, or a combination thereof] Progress Reports, as identified in 6.07- Schedule of Due Dates and Deliverables, that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide Grantee with a sample Progress Report upon request.

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[Grantee Legal Name]

Requirements: The [monthly, quarterly, annual, or a combination thereof] reports should detail program activities. Please include any testimonials, stories, virtual activities, and photos that can help document the program's success.

8.02 Final Report: Grantee shall submit a Final Report by the date listed in Section 6.07 – Schedule of Due Dates and Deliverables. The report shall summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement. The Final Report will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide Grantee a sample Final Report template, upon request.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: Grantor will provide an amount not to exceed \$XX,XXX as detailed in the Line Item Budget Detail (Budget) below.

Line Item Budget Detail	
A. PERSONNEL SERVICES	
Personnel (Classification, Hours, Wages)	\$0.00
Subtotal Personnel Services	\$0.00
Staff Benefits (XX%)	\$0.00
Total Personnel Services	\$0.00
B. OPERATING EXPENSES: GENERAL	
Field Supplies (List field supplies listed in Section 6.05 Materials and Equipment)	\$0.00
Travel (Not to exceed State reimbursement rate)	\$0.00
Subtotal Operating Expenses: General	\$0.00
C. OPERATING EXPENSES: SUBCONTRACTORS	
Subcontractor 1 – description of services	\$0.00
Subtotal Operating Expenses: Subcontractors	\$0.00
D. OPERATING EXPENSES: EQUIPMENT	
Equipment Item (Equipment, as defined in this section are items that cost over \$5K, per item)	\$0.00
Subtotal Operating Expenses: Equipment	\$0.00
E. INDIRECT COSTS	
Indirect Charge Rate XX% (Applies to Sections A + B only)	\$0.00
F. GRAND TOTAL (A+B+C+D+E)	\$0.00

Any changes or modifications to a fund source indicated below must be promptly reported to the CDFW Grant Manager in writing.

Funding Sources Summary			
Source of Funds	Cash	In-Kind	Total
Federal Funds USFWS (Sport Fish Restoration)	\$0.00	\$0.00	\$0.00
George H.W. Bush Education Fund (Vamos A Pescar Grant Program)	\$0.00	\$0.00	\$0.00
Total Project Cost	\$0.00	\$0.00	\$0.00

9.01.1 Budget Flexibility: Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.07 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g., Field Supplies to Travel) up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceeds \$25,000 or 10% of the Agreement amount, whichever is less.

9.01.2 Indirect Costs for Federally Funded Payable Grants: Indirect costs (Administrative overhead) are those that cannot be directly assigned to

a particular grant activity but are necessary to the operation of the organization and the performance of the grant project. Indirect costs include operating and maintaining facilities, accounting services, and administrative salaries that cannot be recovered in other budget categories.

In accordance with the Federal Uniform Grant Guidance 2017 (2 CFR 200) Grantees have two options for requesting indirect costs:

1. Use their federally approved Indirect Cost Rate. Federal approval documentation and a supporting budget spreadsheet must be included as supplemental information; OR
2. Use De Minimis rate, an amount up to ten percent (10%) of the Grantee’s Modified Total Direct Costs (MTDC). The MTDC base cannot include any distorting costs such as equipment, rent, capital expenditures, or any sub-awards, contracts, or consultants beyond the first \$25,000.

Per 2 CFR §200.68:

Modified Total Direct Cost (MTDC) all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

9.02 Payment Provisions:

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than [monthly, quarterly, annually] (must match frequency in the deliverable table and the DFW 177) in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.07 – Schedule of Due Dates and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	
Attention:	

Address:	[Mailing address provided here must match the mailing address in the STD 204 Payee Data Record]
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9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this Agreement 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. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07 – Schedule of Due Dates and Deliverables. The invoice package must be either mailed hard copy or electronic submission to the CDFW Grant Manager contact located in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., QXX91XXX-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

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[Grantee Legal Name]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: **[Grantee Signatory Name]** _____

Title: **[Grantee Title]** _____

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Valinda Roberts _____

Title: Chief, Business Operations _____

Date: _____

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.