

**CALIFORNIA CODE OF REGULATIONS
TITLE 14. NATURAL RESOURCES
DIVISION 1. FISH AND GAME COMMISSION - DEPARTMENT OF FISH AND GAME
SUBDIVISION 4. OFFICE OF SPILL PREVENTION AND RESPONSE**

ILLUSTRATION OF CHANGES

The Office of Spill Prevention and Response is proposing changes to the regulatory text of section 852.61.11 of Title 14 of the California Code of Regulations. Those changes are illustrated as follows:

The original proposed express terms is illustrated with single underline for added text and ~~single strikethrough~~ for deleted text.

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TITLE 14. NATURAL RESOURCES
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SUBDIVISION 4. OFFICE OF SPILL PREVENTION AND RESPONSE
CHAPTER 5. LOANS, CLAIMS AND GRANTS
SUBCHAPTER 1. LOCAL GOVERNMENT GRANT PROGRAM
ARTICLE 2. GRANT APPLICATION PROVISIONS

§ 852.61.11. Terms and Conditions of a Grant Agreement.

The Grant Agreement shall contain the following terms and conditions:

(a) Midterm Report. The grant recipient shall be required to submit a midterm progress report to the Administrator within thirty (30) calendar days following the midterm of the project. The midterm of the project shall be based on the completion date specified in the grant proposal, unless otherwise agreed to by the Administrator. The report shall include, but not be limited to, all of the following:

(1) A statement that the oil spill contingency plan being updated is or is not on schedule, and a description of the project tasks or milestones and the status of each. Pertinent reports or interim findings shall be appended.

(2) A discussion of any difficulties or special problems encountered in accomplishing the project tasks.

(3) A financial report comparing costs to date with the approved scope of work and the original approved budget. The report should state whether the program is progressing within the approved budget, and an explanation of any current or anticipated deviations. The report shall include a Statement of Expenditures showing the program's expenditures incurred to date.

(4) A report of any changes in personnel assigned to the development, review or approval of the project.

(b) Compliance. Grant recipients shall comply with all applicable federal, state and local laws, ordinances, regulations and permits.

(c) Subcontractors. Grant recipients shall maintain a list of all subcontractors required to implement the proposal, including name, address, and a description of their work. Local governments must comply with all applicable State Administrative Manual requirements when utilizing subcontractors for services required pursuant to the Grant Agreement.

(d) Auditing:

(1) All grant recipients shall maintain an accounting system which utilizes Generally Accepted Accounting Principles and practices. The Administrator, the State Controller's and the State Auditor General's office, or their designated representatives, shall have a right of reasonable access during normal business hours to all of the grant recipient's records pertaining to the grant.

(2) In addition to accounting records, all source documents associated with the accounting records shall be maintained by the grant recipient in sufficient detail to demonstrate that the funds were used for the purpose for which the grant program is intended. Source documents include, but are not limited to, bid summaries, contracts with the grant recipient, change orders showing approval by a city or county official, purchase orders, invoices, paid warrants, time sheets, labor distribution reports and payroll registers.

(3) The accounting records and source documents shall be retained for at least three (3) years after the grant is awarded, or until resolution of all issues which may arise as a result of any litigation, claim negotiation or audit, whichever is later.

(4) If an audit reveals that grant funds have not been spent in accordance with the Grant Agreement, the Administrator shall terminate the Grant Agreement, and take such steps as necessary to recover funds not spent in accordance with the Grant Agreement. Further, the grant recipient shall be required to forfeit the unexpended portion of the grant. Such forfeitures shall revert to the Fund.

(e) Grant Termination. The Administrator may, upon determining that the recipient has failed to comply with the terms or conditions of the Grant Agreement, terminate any grant in whole, or in part, at any time before the date of completion. The Administrator shall notify the recipient in writing of the termination, the reasons for the termination of the grant, and the effective date of termination. Termination of the Grant Agreement shall result in forfeiture of any funds withheld pursuant to Section 852.61.12(b) of this subchapter.

(f) Request for Reconsideration. ~~The grant recipient shall have ten (10) calendar days from the date of the notice of grant termination to~~ may submit a written request for reconsideration of any decision to terminate the Grant Agreement by following the process described in section 790.5 of chapter 1. ~~The request must contain the basis for requesting reconsideration and, if applicable, provide evidence which rebuts the basis for the grant termination. Within ten (10) calendar days from the date the request for reconsideration is received, OSPR will advise the grant recipient, in writing, of the Administrator's decision to grant or deny the request.~~

(g) Final Report. Upon submission, completion and approval of the updated local plan by the Administrator in accordance with the Grant Agreement, pursuant to Section 852.62.3 of this subchapter, the grant recipient shall submit a final report. The report shall be submitted within sixty (60) calendar days from the completion and approval of the above stated plan and shall include, but is not limited to:

(1) A Table of Contents.

(2) A brief summary of the objectives of the grant and how these objectives were accomplished.

(3) Any findings, conclusions, or recommendations for additional activities which result from the successful completion of the program for that grant year. A statement, if

applicable, of future public and/or private support to maintain or further develop the local contingency plan.

(4) A list of subcontractors who participated, in whole or in part, in the grant program, including the names, addresses and a description of their work. Participating subcontractors must be selected in accordance with procedures outlined in the Grant Agreement.

(5) Final Financial Statement for the Program. This report shall provide information that enables the Administrator to determine the final specific use for all grant funds distributed and may include the final payment request. It shall also indicate all other sources of funds utilized by the program.

(6) One copy of the approved local oil spill contingency plan, updated pursuant to the Grant Agreement.

(h) A grant recipient shall certify to the Administrator every three (3) years that it has conducted a complete review of the oil spill plan and has made necessary revisions. Whenever substantial changes are made to the oil spill contingency plan, the grant recipient shall forward such changes to the Administrator within fourteen (14) calendar days of making such changes.

(i) Payment of Funds. Payment of grant funds shall be in accordance with Section 852.61.12 of this subchapter.

Note: Authority cited: Sections 8670.35, 8670.38, 8670.39 and 8670.40, Government Code. Reference: Section 8670.35, Government Code.