



**GEORGE H. W. BUSH VAMOS A PESCAR EDUCATION FUND
ANGLING AND STEWARDSHIP GRANT PROGRAM
[INSERT PROJECT TITLE] (Box 4, DFW 177)
GRANT AGREEMENT NUMBER – QXX91XXX (Box 2, DFW 177)**

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 (Box 3, DFW 177)]
[Mailing Address]
[City, State Zip]

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 (Box 3, DFW 177)] (Grantee) for the purposes set forth herein. The Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, the Grantor and the Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.06 – General Terms and Conditions, the Grantor shall provide the Grantee with a maximum of \$XX,XXX [Enter dollar amount of CDFW funds only (Box 10, DFW 177)] (Grant Funds) to financially support and assist the Grantee’s implementation of [Enter Project Title from Proposal (Box 4, DFW 177)] (Project).
- 2.02 Term:** The term of this Agreement is [Enter Term Start Date (Box 9, DFW 177)], or upon the Grantor’s approval, whichever is later, through [Enter Term End Date (Box 9, DFW 177)].

SECTION 3 – ELIGIBLE USES OF GRANT

Only the 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.

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SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor as follows:

- 4.01 Existence and Power:** The Grantee is a non-profit 501(c)(3) organization (Box 18, DFW 177), validly existing, and in good standing under the laws of California. The 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 the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with this 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 the Grantee to complete this Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The Grantee agrees that only the Grantee expenditures that are necessary to implement this 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. The 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 the Grantor to fund this Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, the 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:** The 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 the Grantor.
- 5.06 General Terms and Conditions:** The Non-Public Entities General Grant Provisions (Exhibit 1.b), the Federal Grant Provisions (Exhibit 2), and the Notice

of Economic Sanctions (Exhibit 3) 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. The 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. The Grantee must include an explanation of and justification for any such request.
- 5.08 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that this Project received funds through the CDFW and Sport Fish Restoration Funds. Further, the Grantee shall include appropriate acknowledgement of credit to the Sport Fish Restoration Grant Program and its implementing agency, the CDFW, for the 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>. The Grantee shall pay the prevailing wage to all persons employed in the performance of any part of this Project if required by law to do so.
- 5.10 California Business and Professions Code Compliance:** The 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 the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the 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 State’s 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, offer Californians an opportunity to learn to fish locally, and promote awareness of angling regulations and safety.

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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].

Example:

1. *Connect youth and families, including a significant number of Latino/Hispanic families, to fishing and the outdoors in a way that acknowledges and honors their cultural and historical connections to these spaces.*
2. *Provide multi-generational experiences in the outdoors that builds positive relationships between youth and parents/caregivers, increase their sense of belonging in the outdoors, and increase their likelihood of fishing and visiting the outdoors together again.*
3. *Inspire youth and communities to respect and protect the places where they recreate, conserving and advocating for the protection of natural resources for future generations.*

6.03 Project Description: The Grantee will manage this Project as described below: [Directions: This section must outline who is performing what tasks on this Project (Grantee staff, consultants, Grantee subcontractors). This section must align with staff and subcontractors identified in Section 9.01 – Budget Details and Funding Summary.]

Describe each subcontractor separately, even if the entity has not yet been identified, so that each task is associated with the person/entity performing the task. If a subcontractor has not yet been identified, refer to the type of subcontractor, e.g., Construction Subcontractor, Engineering Subcontractor, etc.

If there are personnel not in the budget performing the work in-kind, outline that here as well.]

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. [Directions: This section must outline materials and equipment proposed for purchase and align with anything identified in Section 9.01 – Budget Details and Funding Summary. 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**

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the appropriate task(s) located in Section 6.07 – Project Implementation. Indicate whether material is being purchased by the Grantee or subcontractor. If the 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 the Grantee.

Example: Materials purchased by the Grantee include binoculars, bait, tackle, and day fishing licenses.

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

[Directions: Enumerate tasks for this 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

The 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, and finalizing progress and final reports.

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

Subtask 1.X – Data Management [All grants, as applicable]

Per DB 2019-01 Data Policy Signed (^{PK}[PDF](#) [DB 2019-01 Data Policy Signed.pdf](#))
“DMPs should be completed as the beginning of a data collection effort and submitted to the Scientific Data Coordinator. Updates to the DMP shall then be submitted as details are refined.”

Task 2 – [Insert Task Name]

Explain Task 2 and additional tasks following this format. Any subtasks should be indented (Task 2.1, etc.). Explain the roles of the Grantee staff by title as they appear in the budget and/or subcontractors to each task.]

Task 3 – [Insert Task Name]

Describe task activities and explain any deliverable items.

6.07 Schedule of Due Dates and Deliverables:

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[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 deliverables/events 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 Monthly: Due within 30 days following each calendar month following grant execution. Example Quarterly: [Due within 30 days following each calendar quarter (March, June, September, December) following grant execution].
		[Quarterly, Monthly, Annual] Invoices	Example Monthly: Due within 30 days following each calendar month following grant execution. Example Quarterly: [Due within 30 days following each calendar quarter (March, June, September, December) after grant execution].
		Final Report	Example: Due no later than the Grant Term end date. [Insert Date]
		Final Invoice	Example: Due no later than the Grant Term end date. [Insert Date]

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
2	[Task Name]	Task Deliverable	[Insert Date]
3	[Task Name]	Task Deliverable	[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 (Box 24, DFW 177):		Grantee Project Manager:	
Name:		Name:	
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Direct all administrative inquiries to:

CDFW Grant Coordinator (Box 23, DFW 177):		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] The 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 the Grantee with a sample Progress Report upon request.

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: The 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 this Agreement and describe the work and results pursuant to Section 6 –

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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 the Grantee with a sample Final Report template, upon request.

8.03 Document Accessibility: CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all George H. W. Bush Vamos A Pescar Education Fund Angling and Stewardship Grant Program Final Reports will be posted to CDFW's website, grantees must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

SECTION 9 – BUDGET AND PAYMENT

Budget Details and Funding Summary: The Grantor will provide an amount not to exceed **\$XX,XXX (Box 10, DFW 177)** as detailed in the Line-Item Budget Detail (Budget) below.

Directions: The budget must be broken down into six categories as applicable:

- A. Personnel Services (Note: If staff are receiving benefits, those benefits will need to be broken out separately, along with the percentage amount);
- B. Operating Expenses: General; All Grantee expenses associated with this Project, including permit fees, etc. (Note: If an item is described as "equipment," it must be followed by "less than \$5,000");
- C. Operating Expenses: Subcontractors;
- D. Operating Expenses: Equipment: \$5,000 or more per item. Itemize each piece of equipment;
- E. Indirect Costs (IDC can be applied towards all expenses in sections A and B, and may include indirect costs on the first \$25,000 for each subcontractor in section C); and
- F. Grand Total.

The budget table must be in format and include a minimum level of detail consistent with the table below. Classifications must be broken out separately. Note, subcontractors and equipment line-items may not be used in calculation of indirect costs. Show each subcontractor as one line-item with a lump sum. Travel, lodging, and per diem may not exceed state rates. Do not include cost share information here – rather use table in next section.]

Line-Item Budget Detail	
A. PERSONNEL SERVICES	
Personnel Title 1 (Hours and Rate)	\$
Personnel Title 2 (Hours and Rate)	\$

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Line-Item Budget Detail	
Example: Post Grad Researcher II (20 hours @ \$81.66/hr)	\$
Subtotal Personnel Services	\$
Staff Benefits XX%	\$
Example: Post Grad Researcher II (@ 25%)	\$
Total Personnel Services	\$
B. OPERATING EXPENSES: GENERAL	
Field Supplies (List field supplies listed in Section 6.05 - Materials and Equipment)	\$
Travel (Not to exceed State reimbursement rate)	\$
Equipment items (Each item less than \$5,000)	\$
Subtotal Operating Expenses: General	\$
C. OPERATING EXPENSES: SUBCONTRACTORS	
Subcontractor 1	\$
Subcontractor 2	\$
Subtotal Operating Expenses: Subcontractors	\$
D. OPERATING EXPENSES: EQUIPMENT	
Equipment Item (\$5,000 or more per item)	\$
Example: 2 ea. Widget (@ \$5,000 ea.)	\$
Subtotal Operating Expenses: Equipment	\$
E. INDIRECT COSTS	
Indirect Charge Rate XX% (Applies to Sections A + B and the first \$25,000 for each subcontractor.)	\$
F. GRAND TOTAL (A+B+C+D+E)	\$

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)	\$	\$	\$
George H.W. Bush Education Fund (Vamos A Pescar Grant Program)	\$	\$	\$
Total Project Cost	\$	\$	\$

9.01.1 Budget Flexibility: The 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 this 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

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2. Use De Minimis rate, an amount up to 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.

9.01 Payment Provisions:

- 9.02.1 **Disbursements:** The Grantor will disburse Grant Funds to the Grantee not more frequently than [monthly, quarterly, annually] (must match frequency in the deliverable table and Box 17, 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.

The 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]

- 9.02.2 **Invoice Documentation:** 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 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 the Grantee with a

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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. The printed name of the Grantee on company letterhead;
3. The Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. The 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 the Grantee under the terms of this grant;
9. The original signature of the Grantee; and
10. The Grantee must provide supporting documentation for the invoice and actual receipts.

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

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: **[Grantee Signatory Name]** (Box 19, DFW 177)

Title: **[Grantee Title]** (Box 19, DFW 177)

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Amy Mowrer

Title: Branch Manager, Business Management Branch

Date: _____

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