



Planning Grant Agreement

Between the State of California, Wildlife Conservation Board
and
Grantee
and

Landowner [delete if not needed]

For: Insert Project Name

In: Insert County, California

WC - XXXXXXXX



GRANTEE: Organization Name:
Address:
Attn: [Insert name and title](#) (Grantee Contact)
Phone:
Email:

GRANTOR: Wildlife Conservation Board
P.O. Box 944209, Sacramento, California 94244-2090
Attn: [Insert name](#) (Grant Manager)
Phone: (916) [XXX-XXXX](#)
Email: _____@wildlife.ca.gov

LANDOWNER Organization Name: [\(Use "Same as Grantee", if appropriate\)](#)
Address:
Attn: Insert name and title, if any (Landowner Contact)
Phone:
Email:

Grant Agreement No.: WC-_____

Board Approval Date: _____

Project Completion Date: No later than [\[Insert date from Fund Certification\]](#), 20 ____

Project ID: _____

Grant Amount: \$_____

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

1. Authority. This grant is awarded pursuant to the following authority(ies):

Cut and paste all applicable authorities from here: [AUTHORITY LIST - Grant template.docx](#)

2. Funding. The funding for this grant comes from the following source(s):

Cut and paste all applicable fund sources from here: [FundingLanguageCheatSheet.docx](#)

3. Project and Location. Grantor is entering into this Planning Grant Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the Project generally described as: [briefly describe project ensuring that there is sufficient detail to show that it is consistent with the allowed uses of fund source identified in section 2] and as more fully described in the Agreement, including Grantee’s obligation to manage and administer the terms of this Agreement. The planning work funded by this Agreement is for possible future work that is on or relates to all or part of approximately _____ acres of [privately-owned or publicly-owned] land commonly known as

_____, located in _____ County, California (Property).

The Property is generally shown on the attached Exhibit A - Location Map. [CHOOSE ONE: Grantee OR the name of the Landowner] is the fee owner of the Property.

4. Board Approval. The Wildlife Conservation Board (Grantor) approved this grant on [date], and hereby grants to [Insert Grantee’s organizational name], an eligible [Select from: public entity, non-profit entity {and, if you know the form of the non-profit entity, e.g. “a California non-profit public benefit corporation”} or federally-recognized Native American tribe], (Grantee), a sum not to exceed _____ dollars (\$ _____) (Grant Funds).

5. Grantee Acceptance and Approval. Grantee accepts the Grant Funds upon and subject to the terms and conditions of this Agreement, Grantor’s General Grant Guidelines and all applicable specific fund source guidelines referenced therein (“Grant Guidelines”), the statements contained in Grantee’s Full Application, all exhibits hereto, and all other documents which may later be approved relating to this grant, including those that relate to Advance Payments described in section 15, all of which are hereby incorporated by reference and made part of this agreement (Agreement). If there is a difference in terms between the Grant Guidelines and the provisions in this Agreement and the Exhibits hereto, the provisions below and Exhibits will control.

Grantee shall certify a resolution or evidence of other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee. Grantee shall provide Grantor a copy of such authorization prior to Grantee’s execution of this Agreement. This Agreement shall be executed by a representative of Grantee who is duly authorized to do so.

6. Definitions. In addition to the definitions contained in this section, other terms may be defined in specific sections of this Agreement, including the sections that precede this section. When terms are defined in specific sections, they will be contained within parenthesis.

a. “Advance Payments” means Grant Funds provided to Grantee before the associated work has been performed.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

- b. "Agreement" means this Grant Agreement number WC - _____ and includes each of the documents described and incorporated by reference into this Agreement specified in section 5.
- c. "Breach" occurs when Grantee fails to perform a condition or term in this Agreement.
- d. "Contingency" or "Contingencies" means an unanticipated Project-related expense that was not included in a project task in Exhibit B - Budget at the time the Agreement was executed or an expense that was included but costs for the expense have substantially changed since the execution date.
- e. "Default" means a Grantee's uncured or incurable Breach.
- f. "Disbursement Request" is an invoice for either work performed sent in arrears, a request for Advance Payment, or for payment of Retained Grant Funds.
- g. "Effective Date" is the date that the Agreement is executed by Grantor or Grantor's duly authorized representative.
- h. "Equipment" means the machines, electronics, apparatuses, or appliances (excluding furniture) that Grantee needs to perform the Project.
- i. "Full Application" means the document prepared containing the terms approved by Grantor on the date specified in section 4.
- j. "Grant Funds" means the money described in section 4 that is provided by Grantor to Grantee pursuant to this Agreement and includes any interest paid to Grantee from the deposit of any Advance Payments awarded to Grantee.
- k. "Grant Manager" means the person(s) specified as the contact for Grantor on page 2.
- l. "Grantee" means the entity identified in section 4 of this Agreement.
- m. "Grantor" is the Wildlife Conservation Board.
- n. "Grant Guidelines" are Grantor's General Grant Guidelines in addition to any specific grant guidelines adopted by Grantor for the specific fund sources used for this grant that were in effect on the date of Grantor's approval in section 4.
- o. "Indirect Costs" (also commonly known as administrative costs or administrative overhead) are the non-Project specific costs of doing business. They include but are not limited to things like utilities, office space rental, phone service, office supplies, computers, internet access, and copying. They may not include costs for fundraising, lobbying, entertainment, and food or beverages.
- p. "Notice to Proceed" means the notice sent by Grantor that contains the Project Start Date which is the date Grantee can begin reimbursable work under the Agreement.
- q. "Parties" are Grantor and Grantee, each individually a "Party".
- r. "Project" means the work described in section 3 of this Agreement, Exhibits, and the documents incorporated by reference herein.
- s. "Project Activities" means the work described in Exhibit C – Work Plan and any amendments thereto.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

t. “Project Completion Date” means when the items described in section 22 are complete and must be no later than the date set out on page 2.

u. “Project Costs” mean the Grant Funds used by Grantee to carry out the Project.

v. “Project Start Date” means the date in Grantor’s Notice to Proceed that reimbursable work can begin on the Project for which Grantee may be paid from Grant Funds.

w. “Project Term” is the period of time between Project Start Date and Project Completion Date, unless this Agreement is terminated pursuant to section 42. If the Agreement is terminated, the termination date is the end date of the Project Term.

x. “Property” is the area generally described in section 3.

y. “Purposes of the Grant” means the terms of this Agreement, including but not limited to, the provisions of Exhibit C – Work Plan, and the authorized uses of the fund source(s) identified in section 2.

z. “Retained Grant Funds” (also known as Retention) is a percentage of costs incurred by Grantee that is withheld from disbursements and generally distributed to Grantee at the end of the Project Term further discussed in sections 16, 17, and 18.

aa. “Subrecipient” means an entity that either receives Grant Funds from Grantee as part of a block grant or a subcontractor who is paid by a Grantee with Grant Funds.

7. Contacts. The contacts for this Agreement are specified on page 2. These contacts may be changed at any time with written notice to the other contacts. No amendment to this Agreement shall be required to do so. This notice and all other communications, including Disbursement Requests, shall be made in writing and sent electronically, unless otherwise agreed, to and from the contacts listed on page 2.

8. Effectiveness of Agreement. The Effective Date of this Agreement is the date it is signed by Grantor or Grantor’s designee. The Effective Date is not the date on which Grantee can begin work that is funded by Grantor. The date that Grantee can begin work funded by Grantor is the Project Start Date contained in Grantor’s Notice to Proceed.

9. Commencement of Reimbursable Work. Grantor will provide Grantee with a Notice to Proceed that contains the Project Start Date. The approval of the Grant Funds at a meeting held by Grantor shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Project Start Date contained in Grantor’s Notice to Proceed will be eligible for reimbursement by Grantor. All such costs before the Project Start Date will be borne by Grantee.

10. Funding Disbursements Generally. Grantor’s obligations to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory compliance with and completion of all of the conditions contained in this Agreement. Upon satisfaction of the requirements of this Agreement and so long as Grantee is in compliance with the terms of this Agreement and is not in Breach or Default under this Agreement, Grantor agrees to disburse eligible Grant Funds to Grantee, in arrears, in installments as set forth in section 13, except for disbursements of Advance Payments which are not

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

made in arrears. Disbursements shall be made not more frequently than monthly and no less than annually, unless a different frequency is agreed to in writing by the Grant Manager.

11. Availability of Funding. Grantor shall not be obligated to disburse any unpaid portion of the Grant Funds unless and until sufficient funds are appropriated for the fiscal years covered by this Agreement through the State budget process for the purpose of this Agreement or are released by the State Treasurer’s Office (STO) to Grantor for expenditure for this grant and not subject to a STO recall. Grantor shall notify Grantee in writing if it is unable to disburse funds for these reasons. No Disbursement Request submitted prior to the appropriation or release of such funds to Grantor shall be effective. If the Legislature does not appropriate sufficient funds for the Agreement or the STO does not release or recalls funds, Grantor, at its sole discretion, may suspend or terminate the Agreement pursuant to section 42 or amend the Agreement to reflect any reduction of funds. Grantor will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

12. Large Disbursements. To ensure that funds are available to pay Grantee for work or to make Advance Payments, Grantor requests that Grantee provide 90-day notice if a Disbursement Request will be submitted requesting \$500,000 or more. Without such notice, requests for large disbursements may be delayed to allow Grantor time to secure the funds.

13. Disbursement Request Documentation. Except for the Final Disbursement Request which is governed by section 23, each request for payment for approved budgeted work performed on the Project must be submitted to Grantor and accompanied by a written description of Grantee’s performance under this Agreement since the time the previous disbursement request was submitted. The information shall describe the types of Project Activities and specific accomplishments during the period for which the payment is being requested rather than merely listing the number of hours worked during the reporting period. The disbursement request must be submitted on Grantor’s Disbursement Request Template ([Grant Documents and Templates \(ca.gov\)](#)).

Grantee must provide supporting documentation for the full amount requested and actual itemized receipts for all amounts shown on the request, including receipts for all materials, Equipment and supplies, Subrecipient invoices, and all Grantee staff time shown by number of hours worked and hourly rate.

If a Disbursement Request overlaps with two fiscal years (i.e. June 30), the Disbursement Request must separate the charges and the total for each fiscal year. For example, if the billing covers the period from May 1 to September 30, the charges and the total must be broken down in the Disbursement Request for the periods of May 1-June 30 and July 1-September 30.

Disbursement Requests and accompanying documents must be submitted electronically to WCBCLerical@wildlife.ca.gov and the Grant Manager listed on page 2, unless another method of submission has been agreed to.

Disbursements shall be contingent upon approval of the request by Grantor, at its sole discretion. Any Disbursement Request that is submitted without the required itemization and documentation may be delayed or not approved. If the Disbursement Request package is incomplete, inadequate, or inaccurate, Grantor will inform Grantee and hold the payment request until all required information is received or

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

corrected. Any penalties imposed on Grantee by a Subrecipient, or other consequence, because of delays in payment, will be paid by Grantee and are not reimbursable under this Agreement. If Grantee continues to fail to provide the requested information, this Agreement may be suspended or terminated.

14. Disbursements Made in Error. Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement caused by Grantee. Reimbursement shall occur within 45 days of written demand by Grantor. This deadline may be extended by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

15. Advance Payments.

a. Advance Payments Generally. Using Grantor’s Advance Payment Process (Process), which can be obtained from the Grant Manager, Advance Payments may be requested by Grantee (if eligible) using the Advance Payment Request Form (Form), also available from the Grant Manager. The Form and any attachments must be submitted electronically, unless a different method of submission has been agreed to by Grantor. The request is limited to the immediate cash requirements necessary to carry out the Project and may not exceed 25% of the total Grant Funds, unless Grantor determines in writing that a larger advance is warranted after receiving sufficient justification and documentation from Grantee.

If approved in writing by Grantor, Grantee shall comply with all of the requirements contained in Grantee’s completed, approved Form, which, along with the Process, are hereby incorporated by reference into this Agreement and become required terms of this Agreement as if fully set forth herein. Disbursement of Advance Payments shall be made using the Disbursement Request Procedures set forth in section 13 and the quarterly report required by section 19 shall serve as quarterly progress reports. All interest that accumulates from the deposit of advanced Grant Funds must be reported quarterly to Grantor and becomes Grant Funds. The decision to award Advance Payments is solely at the discretion of Grantor and must be consistent with the purposes and provisions of the fund source identified in section 2.

b. Further Advance Payments. Once Advance Payments have been approved, Grantor may approve further Advance Payments if Grantee can demonstrate that a sufficient amount of the previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner. Requests for further Advance Payments shall be submitted using the Form and Grantor will then determine what will be required to advance further funds. The decision to award further Advance Payments is solely at the discretion of Grantor.

c. Advance Payments for Subrecipients. Once Advance Payments have been approved and disbursed by Grantor, Grantee may provide such funds to Subrecipients if the Subrecipients have been required to comply with all state statutes, regulations, requirements, and the terms and conditions of this Agreement. Grantee shall be liable to Grantor for any failure of the Subrecipient to meet these requirements.

d. Unspent Advance Payments. All Grant Funds provided as Advance Payments that are not spent within the spending timeline provided by Grantee shall be returned to Grantor within the timeframe specified by Grantor.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

16. Retention. Grantor shall withhold 10% of the total approved amount from each disbursement (Retained Grant Funds). At its sole discretion, upon written justification by Grantee, Grantor may waive, modify, or reduce the 10% retention. No retention shall be withheld from the total Advance Payment requested, however, retention will continue to apply to all disbursements and Grantee must complete the Advance Funding Summary on Grantor’s Disbursement Request Template.

17. Retention Release. At the end of the Project Term, Grantee may request disbursement of any Retained Grant Funds. Grantee shall submit this request by a date determined by Grantor. At its sole discretion, Grantor may release Retained Grant Funds if requested to do so by Grantee upon completion of Project milestones rather than the Project Completion Date. Project milestones will be agreed upon by both Grantor and Grantee. Funds will be released only if Grantee is in compliance with all reporting and other requirements of this Agreement at the time of Grantee’s request and no more than once every 12 months.

18. Retention Release Procedure. Requests for disbursement of Retained Grant Funds shall be submitted electronically to Grantor at WCBCLerical@wildlife.ca.gov and the Grant Manager listed on page 2 with “Agreement No. ___, Retention Disbursement Request” in the subject line, unless another method of submission has been agreed to by Grantor.

19. Reports/Information to Grantor. During the Project Term, Grantee shall provide the following reports and documents, in addition to the submission requirements associated with the various types of Disbursement Requests, to Grantor within the timeframes specified in Exhibit C – Work Plan, unless a different time is agreed to by Grantor:

- a. When the Exhibit C - Work Plan identifies a completed deliverable, Grantee shall provide that completed deliverable on the date specified therein, if any, but no later than 60 days of its completion. This deadline may be extended by Grantor.
- b. Quarterly progress reports using Grantor’s Quarterly Report template that can be found here: [Grant Documents and Templates \(ca.gov\)](#)
- c. Contracts specified in section 33.
- d. Where the Grant Funds are greater than \$5 million, Grantee must report on compliance with economic sanctions specified in section 58.
- e. Grantee’s Final Report specified in section 23.

All reports shall be submitted to Grantor electronically. If a Grantee cannot submit information electronically, another method may be authorized.

Failure to provide this information during the Project Term can be the basis for Grantor, at its discretion, to delay or withhold disbursement of Grant Funds until such time as the information has been received. If Grantor notifies Grantee that it has failed to provide complete and accurate information specified above and Grantee continues to fail to provide it, Grantor may suspend or terminate this Agreement.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

20. Signage and Other Acknowledgement. [Add any signage/acknowledgements required during the planning phase. If none, add “Grantor has determined that signage and other acknowledgements are not practical, and therefore, not required for the planning work funded by this grant.”]

21. Grantor’s Access. Grantee shall, or if Grantee is not the Landowner Grantee shall cause Landowner, to permit Grantor and its members, officers, employees, agents and representatives to access the Property from the Project Start Date through the Project Term to ensure compliance with this Grant Agreement. Such access shall be at times reasonably acceptable to Grantee or Landowner, as applicable, following written or verbal request, and may occur multiple times at Grantor’s sole discretion. Grantee and Landowner, if different, agree that access will be expedited in the event that Grantor believes that a Breach of this Agreement may have occurred.

22. Project Completion. Grantee shall complete or cause to be completed all Project Activities in accordance with this Agreement. The Project will be considered complete when all Project Activities have been completed and Grantor has approved the completion of the Project, the final report required by section 23 has been accepted by Grantor (Project Completion Date). The items specified herein must be completed no later than the date specified on page 2. No costs incurred after the Project Completion Date will be paid by Grantor and must be borne by Grantee.

23. Final Report and Final Invoice. Grantee will submit one electronic copy of a final report of accomplishments, including pre-and post-Project photographs (Final Report). Photos submitted as part of the Final Report may not contain images of people unless Grantee has permission from those individuals to be depicted in the photo. The Final Report must also identify any Equipment with a unit cost of \$5,000 or more purchased with Grant Funds. Unless otherwise approved by Grantor, at the time of submission of the Final Report, Grantee shall ensure that all deliverables identified in Exhibit C – Work Plan have been provided to Grantor and, if not, provide them at the time of submission of the Final Report. The request for final disbursement of Grant Funds shall accompany the Final Report. At this same time, Grantee shall also submit an invoice separate from the final Disbursement Request for any remaining Retained Grant Funds.

The final Disbursement Request must include a budget summary of all cost share expenditures, as applicable. Grantee shall submit this summary on the following form: Final Cost Share Template.xlsx

In certain instances, Grantor shall specify the date by which a final Disbursement Request or request for remaining Retained Grant Funds must be received. In that instance, Grantee must submit those requests by that date or Grantor may not pay the request because funding may no longer be available.

24. Unforeseen Circumstances. During the Project Term, Grantee agrees to notify Grantor within 90 days if any element of the Project is not functioning as anticipated, of any natural disaster or other significant natural event including but not limited to fires, floods, and other factors outside of Grantee’s control that may adversely affect the Property that is the subject of the planning work funded by this grant. Grantee and Grantor shall work together cooperatively to address any such circumstances that impact the Project, including amending this Agreement, if at Grantor’s sole discretion, such amendment is necessary.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

25. Grant as Security. Grantee agrees that the Grant Funds shall not be used to secure loans or other monetary awards without written approval from Grantor, at its sole discretion. Such approval shall not be unreasonably withheld as long as the purposes for which the Grant Funds were awarded are maintained.

26. Grantee Responsible for Project. The Project is the sole responsibility of Grantee. Grantor undertakes no responsibilities to Grantee, the Landowner if different from Grantee, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

27. Independent Capacity of Grantee. Grantee, its members, officers, directors, employees, agents, and representatives, shall act in an independent capacity in the performance of this Agreement and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee acknowledges that Grantor is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement. Grantee shall secure all staff required to perform the services described in this Agreement and is responsible for withholding and paying employment taxes, insurance, and deductions of any kind required by federal, state, or local laws. Such personnel shall not be employees of or have any contractual relationship with Grantor.

28. Qualified Grantee. If Grantee is a non-profit organization, Grantee hereby represents that it is qualified under applicable provisions of the Internal Revenue Code, in good standing, and in compliance with applicable laws of the State of California relating to non-profit organizations. Grantee must remain as such during the Project Term. If Grantee is a Native American tribe, Grantee hereby represents that it is federally recognized. Tribal grantees must remain as such during the Project Term. Grantees must notify Grantor if their status changes during the Project Term.

29. Permits and Compliance with Laws. Grantee is responsible for obtaining and maintaining through the Project Term all necessary licenses, permits, and approvals for the Project and complying with all federal, state, and local statutes, laws, regulations, ordinances, orders, and other governmental and quasi-governmental requirements that apply to the Project. Costs associated with permitting may be reimbursed under this Agreement only if approved in Exhibit B - Budget.

30. Cost Share. Grantee is encouraged to seek additional funding from sources other than Grantor. Cost share is an obligation of Grantee unless otherwise agreed to by Grantor. In its Full Application, Grantee shall have disclosed all proposed funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. If Grantee obtains funding that is identified as having been applied for from another source in the Full Application or obtains funding from a source not identified in the Full Application at any time before the Project Completion Date, Grantee must notify Grantor and submit a new budget in the same form as Exhibit B – Budget for approval by Grantor. Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants without written approval from Grantor provided at Grantor’s sole discretion. If Grantee obtains funding from any source other than Grantor for the Project funded by this Agreement, it is a violation of this Agreement for Grantee to bill Grantor for the portion of any costs billed to any other source. As between Grantor

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

and Grantee, Grantee shall be responsible for any and all costs that exceed the amount of the Grant Funds provided under this Agreement.

In the event that the Project is completed for less than the costs estimated in Exhibit B – Budget and there are other fund sources for the Project, Grantee agrees that it will bill Grantor at the same discounted rate as any other fund source.

31. Budget Transfers and Contingency Funding. If costs identified in budget categories contained in Exhibit B – Budget will or are projected to be higher than estimated and Grantee seeks to offset these higher costs by lower costs in other budget categories, Grantee shall submit a Budget Shift Request form, which may be obtained from the Grant Manager to Grantor to approve a shift of funds between such budget categories. The budget category for Contingencies, if any, shall be used only upon written approval by Grantor at Grantor’s sole discretion. Any request for budget transfer or use of Contingency funding shall only be approved where the funds will or have been used consistent with the Purposes of the Grant. Grantor shall approve or deny a requested budget revision or use of Contingency funding in writing.

32. Indirect Costs. Grantee has requested and Grantor has approved the following Indirect Cost rate: [SELECT ONE OF THE FOLLOWING Grantee’s negotiated Indirect Cost rate, pursuant to its negotiated Indirect Cost rate agreement. OR the de minimis Indirect Cost rate specified in Part 200 of Title 2 of the Code of Federal Regulations. OR a rate proposed by the Grantee in the Grantee’s Full Application to Grantor if the Grantee does not have an existing state rate.]

If Grantee seeks to recover Indirect Costs, this item must be included as a line item in Exhibit B - Budget. Any cost that is billed as a direct cost may not be included as an Indirect Cost. It is the responsibility of Grantee to keep documentation for all Indirect Costs claimed in Exhibit B – Budget, including Grantee’s calculation used to determine the rate, and to keep backup documents in audit-ready files.]

33. Subcontracts. All agreements between Grantee and any third party (hereinafter “Subcontract”) related to the Project for over \$10,000 must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies, or other assistance provided to Grantee for the Project. They must also include the provisions required in section 42f. All such records shall be retained for 3 years from the date of completion of the work covered by the Subcontract. Grantee shall provide a complete copy of each Subcontract over \$10,000 to Grantor within 60 days of its execution.

Nothing contained in this Agreement or otherwise shall create any contractual relationship between Grantor and any Subrecipient, and no contract or subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to Grantor for the acts and omissions of its Subrecipients and of persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee’s obligation to pay its Subrecipients is an independent obligation from Grantor’s obligation to make payments to Grantee. As a result, Grantor shall have no obligation to pay or to enforce the payment of any monies to any Subrecipient.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

34. Equipment. Only Equipment that is identified in the Full Application may be purchased using Grant Funds. If Grantee determines that the purchase of Equipment other than what is included in the Full Application is essential to the Project, Grantee must obtain prior written approval to do so, and approval may be provided at Grantor’s sole discretion.

Equipment with a unit cost of \$5,000 or more purchased with Grant Funds shall be identified in Grantee’s Final Report except for Equipment that has become permanently affixed to the Property as part of the Project. Grantor will make a determination on the final disposition of the purchased Equipment with a unit cost of \$5,000 or more.

35. Insurance. [If no on-the-ground work such as sampling or surveys will be done as part of this planning grant, consider whether insurance should be waived. If so, insert this: “For this planning grant, insurance covering the Grantor is waived.” and delete the rest of this section.] Unless otherwise specified in the Agreement, prior to the Project Start Date, Grantee shall furnish to Grantor either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury, property damage, motor vehicle liability and workers’ compensation coverage. Grantee agrees to make the entire insurance policy available to Grantor upon request. The certificate of insurance will include provisions a, b and c, in their entirety:

- a. The insurer will not cancel the insured’s coverage without thirty (30) days prior written notice to the Wildlife Conservation Board;
- b. The State of California (State) and Wildlife Conservation Board, their officers, agents, employees, and servants are included as additional insureds for all activities carried out pursuant to this Agreement; and
- c. The State and Wildlife Conservation Board will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the insurance provided for herein shall be in effect at all times during the Project Term. In the event Grantee fails to keep in effect the insurance coverage as herein provided, Grantor may, in addition to any other remedies it may have, suspend, or terminate this Agreement.

The insurance required above shall cover all of Grantee’s personnel and equipment used in the performance of this Agreement.

When applicable, if Subrecipients performing work under this Agreement do not have insurance equivalent to the above, Grantee’s policy shall provide such coverage for the Subrecipient.

36. Amendment. Any request by Grantee for an amendment to this Agreement must be made using the Amendment Request form, which may be obtained from the Grant Manager, stating the requested amendment and the reason therefor. Amendments will be approved at the sole discretion of Grantor. This Agreement may be modified only by a written amendment signed by Grantor and Grantee. If Landowner is different from Grantee, Landowner must execute amendments when Landowner will be affected by the amendment. Other than a formal amendment, no oral or written understanding or agreement shall be binding on the Parties. Any subsequent amendments to this Agreement are

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

incorporated by reference as though set forth in full herein. Notwithstanding the foregoing, no amendment is needed to change a designated contact pursuant to section 7.

The previous paragraph notwithstanding, Grantor reserves the right to amend this Agreement without the consent of Grantee, should Grantor determine that it is necessary to do so to ensure consistency between the provisions of this Agreement and related documents.

37. Assignment or Transfer by Grantee. Except as provided in section 39 regarding change in owner, this Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold at Grantor's sole discretion. Any assignment or transfer must be in writing and may be required to be recorded.

38. Notice of Agreement. The terms, conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their personal representatives, heirs, successors, and assigns.

39. Notice of Change in Ownership of Land. For the Property that is the subject of this planning grant, this Agreement shall not prevent the transfer of the Property or interests therein by the Grantee or Landowner. Grantee and/or Landowner shall provide written notice to Grantor 90 days prior to any change in ownership of the Property. Such notice shall include information regarding the type of proposed transfer (e.g. fee simple, transfer of partial interest, leasehold interest, water right) and the name of the proposed transferee. Upon such receipt, Grantor may determine that the obligations of Grantee and/or Landowner under the Agreement need to be assigned to the proposed transferee. Grantee and/or Landowner shall work with Grantor to execute any necessary assignment and assumption agreements regarding the Agreement.

40. Resolution of Disputes. The Grant Manager has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement including disbursement of Grant Funds. Grantee will diligently pursue with the Grant Manager a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the Grant Manager, Grantee must direct the grievance together with any evidence, in writing, to Grantor's Executive Director. The grievance must state the issues in the dispute, the legal authority or other basis for Grantee's position and the relief sought.

The Executive Director or their designee shall meet with a representative of Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to Grantee within twenty (20) working days of the conclusion of this meeting. The decision of the Executive Director or designee shall be final.

Grantee shall continue with its responsibilities under this Agreement during any dispute unless Grantor issues a notice of suspension/stop work order pursuant to section 42.

41. Breach by Grantee. Except as provided herein, in the event of a Breach of Grantee's obligations under this Agreement that Grantor intends to enforce, Grantor shall give notice to Grantee describing the Breach. If Grantee does not cure the Breach within the time set in Grantor's notice, which may be

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

extended at the discretion of Grantor if Grantee is diligently pursuing the cure, Grantee shall be in Default of this Agreement. Grantor shall have the sole discretion to determine if this provision providing notice and an opportunity cure will apply. In the event that Grantor has determined there is a need to seek a remedy for violation of the Agreement without notice and opportunity to cure because the violation is incurable, it may do so, and Grantee shall be in Default of this Agreement.

42. Termination or Suspension of Agreement.

a. Termination before Project Commencement. Before the Project commences (i.e. costs incurred and payments disbursed), either Party can terminate this Agreement for any reason by providing the other Party with 30 days written notice.

b. Termination by Mutual Consent. During the Project Term, this Agreement can be terminated at any time by mutual written consent of both Parties. Upon mutual termination, both Parties will work cooperatively to resolve any outstanding financial obligations and bring the work specified in this Agreement to closure.

c. Termination for Cause. During the Project Term, if Grantor determines Grantee has made a material misrepresentation, violated this Agreement, failed to fulfill its obligations under this Agreement, is in Default or otherwise determines there is cause to do so, including Grantor's determination that funds are unavailable as described in section 11, Grantor can terminate this Agreement by providing Grantee with a written notice of termination specifying the date of termination (Notice of Termination).

d. Grantee's duties upon Termination. In the event of termination by mutual consent, on the date mutually agreed upon, or on the date specified in the Notice of Termination, Grantee shall stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. Grantee shall immediately provide Grantor with an accounting of all funds received under this Agreement and return any Grant Funds, including but not limited to Advance Payments, received under this Agreement which have not been previously expended to provide the services outlined within this Agreement. At its discretion, Grantor may reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to termination, but only up to the undisbursed balance of funding authorized in this Agreement. Except when Grantor issued a Notice of Termination because funds were unavailable pursuant to section 11, in the event of a Notice of Termination, Grantee shall be liable for prompt repayment of all amounts disbursed under this Agreement, including Advance Payments, plus accrued interest and any further costs related to the Project. (Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly.) Grantor may, at its sole discretion, consider extenuating circumstances, including whether Grantee's failure to fulfill its obligations was due to no fault of Grantee, and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies Grantor may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

e. Suspension/Stop work orders. Grantor may suspend this Agreement at any time upon reasonable written notice to Grantee. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee. In the event of a

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

suspension, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor under this Agreement. At its discretion, Grantor may reimburse to Grantee any eligible, reasonable and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to suspension, but only up to the undisbursed balance of funding authorized in this Agreement.

f. Notice to Subrecipient of Termination and Suspension. Grantee shall include in any written agreement with any Subrecipient retained for work under this Agreement a provision that entitles Grantee to suspend or terminate the agreement with the Subrecipient with written notice and on the same terms and conditions specified in this section.

43. Specific Performance for Grantee's Default. In the event of a Default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by Grantor by way of Grant Funds under the provisions of this Agreement. Grantee agrees that payment by Grantee to Grantor of an amount equal to the amount of the Grant Funds disbursed under this Agreement by Grantor would be inadequate compensation to Grantor for any Default by Grantee of this Agreement.

44. Other Remedies for Grantee's Default. In the event of a Default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds, including Advance Payments, that were disbursed.

45. Cost Recovery. Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

46. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, protect, defend, and hold harmless Grantor, the State of California, and their respective members, officers, agents, employees, and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature, including, but not limited to, suits filed under the California Environmental Quality Act, (hereafter "Claims") arising out of or incident to the Project, Grantee's entry upon and use of the Property and the performance of, or failure to observe or perform, any obligations of Grantee under this Agreement. This obligation shall run in perpetuity. The obligations of Grantee under this section include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

47. Grantee's Waiver. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from Grantor, its officers, agents or employees for any liability arising from, growing out of or in any way connected with this Agreement, except claims arising from the gross negligence of Grantor, its officers, agents, and employees.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

If Grantee is a public entity, Grantee waives any right to contribution and indemnity from Grantor and/or the State of California arising under Government Code sections 895.2 and 895.6 in connection with this Agreement.

[If working with a federally recognized Native American tribe, consult with attorneys regarding waivers of sovereign immunity.]

48. Waiver of Agreement Terms. - Enforcement of the terms of this Agreement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent Breach of the same or any other term of this Agreement or any of the rights of Grantor under it. No term or provision hereof will be considered waived by Grantor, and no Breach is excused or consented to Grantor, unless such waiver or consent is in writing and signed by Grantor.

49. Accounting and Records. Grantee shall maintain complete and accurate records of its Project Costs with respect to Project Activities under this Agreement, in accordance with Exhibit A of the Grant Guidelines and Generally Accepted Accounting Principles published by the Financial Accounting Standards Board and shall retain said records for at least three years after final disbursement by Grantor, unless a longer retention period is specified in writing by Grantor.

50. Audits. During the three-year period after final disbursement, unless a longer retention period has been specified by Grantor, Grantee shall make, or cause to be made, records relating to this Agreement available to Grantor or other duly authorized representatives of the State of California for inspection, copying and audit purposes during normal business hours. Records may be required to be disclosed electronically if so, requested by Grantor or its representative. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and Indirect Costs. Further, the Department of Finance or its designee may audit any Advance Payments received by Grantee and Subrecipient, and Grantee and Subrecipient shall cooperate fully with the audit including, but not limited to, providing access to its staff, books, records, accounts or other materials as requested.

In the event of a negative audit finding, including expenditures not properly documented or not allowed, Grantee may be required to take action specified in or consistent with the audit finding, including repayment of Grant Funds.

51. Labor Code. Grantee's implementation of the Project must comply with the California Labor Code (unless an exemption therefrom applies.) Projects funded in whole or in part with Grant Funds may be a public work under the Labor Code (See e.g. section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and Grantor does not provide advice about Labor Code compliance.

52. Business and Professions Code. Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the 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). Grantor does not provide advice about Business and Professions Code compliance.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

53. Rights in Data. Grantee agrees that all data, studies, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of Grantor and the State of California (State) as set forth in this section. Grantor and the State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever, except commercial purposes, and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, Grantor and the State reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish and use such work, or any part thereof, and to authorize others to do so.

54. Data Collection and Documentation. If data collection is part of the Project, Grantee, its employees, agents, volunteers, and Subrecipients are responsible for ensuring that Project data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet the California Department of Fish and Wildlife's minimum standards that can be found at [Metadata Guidelines \(ca.gov\)](#), include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered to Grantor, if such delivery is required by this Agreement.

55. Use of Intellectual Property and Conditions of Use. Grantee agrees that any photo, video or other documentation submitted to Grantor pursuant to this Agreement is the property of Grantee and Grantee has permission to use the image of any individual contained therein. If a photo, video or other documentation is not the property of Grantee, Grantee must have both permission to use the photo, video or other documentation and to make the following grant of use. Grantee hereby grants Grantor and the California Department of Fish and Wildlife (CDFW) permission to use, reproduce, publish or display the photo, video or other documentation in any manner by Grantor or CDFW free of charge for the purposes of public information, education and outreach, in perpetuity. The material submitted shall not be used for commercial purposes. If any submitted material is subject to copyright, trademark, service mark or patent held by Grantee, Grantor and CDFW are hereby granted and shall have a perpetual, royalty-free, non-exclusive and irrevocable license to use, reproduce, publish or display such material.

56. Conflicts of Interest. Grantee represents that no officer, agent, or employee of Grantor shall, for compensation or personal benefit, serve as an agent or employee of Grantee in the performance of the Project. Grantor represents that any individual who has participated in the review of the Project or the preparation or creation of this Agreement on behalf of Grantor is ineligible to receive funds or personally benefit in any way from the Grant Funds.

57. Non-Discrimination. During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, reproductive health decision making, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation or use of family-care leave, medical-care leave or pregnancy-disability leave, or military and veteran status. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

and Housing Act (FEHA; Government Code Section 12900 et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 110000 et seq.) The regulations of the Fair Employment and Housing Commission regarding implementing FEHA are incorporated by reference into this Agreement and made a part hereof as if set forth in full. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts and subcontracts related to the Project.

58. Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-ExecutiveOrder.pdf>.

Grantee represents that it is in compliance with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website

(<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). If this grant is for greater than \$5 million, the EO requires

that Grantee report to Grantor regarding compliance with the economic sanctions imposed by the federal and state governments. The form and information regarding this report can be found at

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Ukraine-Russia/EO-N-6-22-April-22-2022-Joint-Memo.pdf>

59. Drug-Free Workplace Certification. By signing this Agreement, Grantee hereby certifies that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specifying actions to be taken against employees for violations of this prohibition.

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

1. the dangers of drug abuse in the workplace;
2. the person's or organization's policy of maintaining a drug-free workplace;
3. any available counseling, rehabilitation, and employee assistance programs; and,
4. penalties that may be imposed upon employees for drug abuse violations.

c. Provide that every employee who works on the Project:

1. will receive a copy of the company's drug-free policy statement; and,
2. will agree to abide by the terms of the company's statement as a condition of employment on the Project.

In addition to other remedies contained herein, Grantee may be ineligible for award of any future state contracts if Grantor determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

60. Union Organizing. By signing this Agreement, Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing;

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;

c. Grantee shall, where state funds are not designated as described above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

61. Entire Agreement. This Agreement, including the attached Exhibits and documents incorporated by reference, constitutes the entire Agreement between the Parties hereto relating to the Project.

62. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid or unenforceable provision or application. To this end the provisions of this Agreement are severable.

63. Further Acts by Legislature or Governor. This Agreement is subject to any additional statutes, restrictions, limitations or conditions enacted by the Legislature or Executive Order which may affect the provisions, terms or funding for this Agreement in any manner and Grantor has the right to amend this Agreement to reflect any such further acts. Grantor will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

64. Time of the Essence. Time is of the essence with respect to the Project Completion Date. Where other dates or timelines have been specified, Grantor, at its sole discretion, may modify those dates in writing without an amendment to this Agreement.

65. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

66. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Agreement.

67. Headings. Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

68. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

69. Electronic Signatures. The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

70. Exhibits. Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Work Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA

WILDLIFE CONSERVATION BOARD

By: _____ Date: _____

Jennifer M. Norris, PhD

Executive Director

GRANTEE

NAME OF ORGANIZATION

By: _____ Date: _____

Print Name: _____

Title: _____

DELETE THIS SECTION IF NOT NEEDED: Landowner Concurrence. By signing below, Landowner authorizes Grantee, its agents, employees, representatives, invitees, contractors, and subcontractors to enter on and use the Property for all purposes necessary or appropriate to carry out the Project and the obligations of Grantee under this Agreement. Landowner authorizes Grantor, its agents, employees, and representatives to enter the Property as specified in section 21 in this Agreement. Landowner agrees to ensure that any activity on or use of the Property is consistent with the Purposes of the Grant and to provide notice to Grantor if it intends to transfer ownership of or an interest in all or a portion of the Property on which Grant Funds are being expended.

LANDOWNER

NAME and NAME OF ORGANIZATION if applicable (for example, John Smith, Smith Farms)

By: _____ Date: _____

Print Name: _____

Title: _____

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

EXHIBIT A – Location Map

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

EXHIBIT B – Budget

Project Task	WCB	Non-WCB Funds	Totals
Total			

Project Name

Grant Agreement Number: WC – XXXXXXXXX

Project ID:

EXHIBIT C – Work Plan

[Begin with a brief Project summary]

Task 1:

Task 2:

Task 3:

Task 4:

Task	Milestone/Deliverable	Estimated Completion Date