



**OFFICE OF SPILL PREVENTION AND RESPONSE
ENVIRONMENTAL ENHANCEMENT FUND GRANT PROGRAM
PROJECT TITLE (Box 4, DFW 177)**

**FOR ACQUISITION OF FEE INTEREST
GRANT AGREEMENT NUMBER – Q2XXXXXX (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 Article 10 of Chapter 7.4 of Division 1 (commencing with Sections 8670.70-8670.73) of the Government Code and Fish and Game Code 1501.5(b), the California Department of Fish and Wildlife (CDFW or Grantor) is authorized to enter into this Grant Agreement for Acquisition of Fee Interest (Agreement) and to make an award to the [Grantee Legal Name (Box 3, DFW 177)] (Grantee) for the purposes set forth herein. The Grantor and the Grantee (Parties) accept the grant on the terms and conditions of this Agreement.

This Agreement will further the goal of the Environmental Enhancement Committee (EEC) established pursuant to Government Code Section 8670.72, to fund an environmental enhancement project selected by the EEC, specifically a habitat acquisition project.

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 6.07 – 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 Grantee’s implementation of the [Enter Project Title from Proposal (Box 4, DFW 177)] (Project).

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2.02 Term:

2.02.1 The term of this Agreement will commence on **[Enter Term Start Date (Box 9, DFW 177)]**, or upon Grantor approval, whichever is later, and, unless previously terminated as provided in Section 2.02.3, will expire on **[Term End Date (Box 9, DFW 177)]**.

2.02.2 This Agreement shall be deemed executed and effective when signed by an authorized representative of both Parties.

2.02.3 Prior to the Grantee's close of escrow for acquisition of the Property (as defined in Section 10.01), either Party may terminate this Agreement for any reason, or for no reason, by providing the other Party with written notice no less than 15 days of such termination. If this Agreement is terminated after the Grantor's deposit of Grant Funds into escrow, but before Grantee's close of escrow for acquisition of the Property, the Grantee shall cause the escrow holder to immediately return all Grant Funds to the Grantor, and the Grantee shall bear all costs and expenses of such termination. This subsection 2.02.3 supersedes and replaces Section 13 – Right to Terminate of **Exhibit 1.a or 1.b.**

2.02.4 The provisions of this Agreement that are not fully performed as of the close of escrow, including but not limited to Section 3 – Purpose of Grant, Section 12 – Grantee's Covenants, and Section 7.05 – Schedule and List of Deliverables, shall survive the close of escrow for the acquisition of the Property and remain in full force and effect.

SECTION 3 – PURPOSE OF GRANT

The Grantee's use of the Grant Funds is limited to those expenditures necessary to implement this Project, and that are eligible under applicable federal and State of California law. The Grantee's expenditure of Grant Funds must accord with this Section 3 – Purpose of Grant, Section 7 – Project Statement, and Section 9 – Budget and Payment set forth within this Agreement.

The Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of the project described as the Grantee's acquisition of fee title to approximately **[number of acres]** acres of land known as **[Name of Property]** (Property), located in the County of **[Name of County]**, California. The Property is more particularly described in **Exhibit A.**

The Grantee covenants and agrees that if the Grantor deposits the Grant Funds into escrow and the Grantee acquires the Property, the Property shall be held, used, operated, managed and maintained only for the purposes of preservation, and improvement of habitat quality and ecosystem function to benefit fish and wildlife, and as

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more particularly described in **Exhibit B** to this Agreement (individually and collectively, the Purpose of Grant).

SECTION 4 – CONDITIONS OF GRANT

The Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfaction of all of the following conditions precedent:

- 4.01** The Grantor shall have reviewed and approved all documents pertaining to the Grantee's acquisition of the Property, including, without limitation, appraisals, preliminary title reports and items referenced therein, options, agreements for purchase and sale, escrow instructions, and instruments of conveyance. Such review and approval by the Grantor shall not be unreasonably withheld or delayed. The Grantee shall have removed or caused to be removed, or otherwise addressed to the satisfaction of the Grantor, any encumbrances or defects of title that the Grantor determines are inconsistent, or could interfere, with the Section 3 – Purpose of Grant. Any outstanding security interests or monetary encumbrances affecting the Property shall have been terminated.
- 4.02** The Grantee shall acquire the Property from a willing seller for a purchase price that does not exceed the fair market value of the Property, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice (USPAP) and approved by the Department of General Services (DGS). The appraisal shall become part of the project file maintained by the Grantor and shall be retained for no less than three years from the date of value.
- 4.03** The Grantor has reviewed and approved a declaration of authority of the governing board or governing body of the Grantee, authorizing the execution and performance of this Agreement and the acquisition of the Property by the Grantee as set forth in **Exhibit C**.
- 4.04** The Grantee shall have deposited, or caused to be deposited, into escrow all funds beyond those granted under this Agreement that are needed for the Grantee to complete the Project.

SECTION 5 – GRANTEE'S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to Grantor as follows:

- 5.01** **Existence and Power:** The Grantee is an [ENTER APPROPRIATE TYPE: non-public entity, public entity, Indian tribe (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 on this Agreement and incur and perform its obligations hereunder.

- 5.02 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 6 – GRANTEE'S AGREEMENTS

- 6.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to the Grantee to complete the Project, specifically the activities identified within Section 7 – Project Statement.
- 6.02 Project:** The Grantee shall complete activities as set forth in Section 7 – Project Statement.
- 6.03 Use of Project Funds:** The Grantee agrees that 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 7 – 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.
- 6.04 Payment Schedule:** Payments shall be made to the Grantee according to the payment and report schedule identified in Section 9 – Budget and Payment.
- 6.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow the Grantor to fund the 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.
- 6.06 Submission of Reports:** The Grantee shall comply with the format, content, and timing requirements set out in Section 11 – 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.
- 6.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), OR Non-Public Entities General Grant Provisions (Exhibit 1.b) [(Box 18, DFW 177)] and Notice of Economic Sanctions (Exhibit 3) is attached hereto and made a part of this Agreement.
- 6.08 Amendments:** This Agreement may only be amended in accordance with Section 6.07 – 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.

- 6.09 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 6.10 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, the Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 6.11 Labor Code Requirements; Prevailing Wages:** 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 prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 6.12 California Business and Professions Code:** As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the California Business and Professions Code including but not limited to Section 6700 et seq. (Professional Engineers Act) or 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 7 – PROJECT STATEMENT

- 7.01 Project Description:** EXAMPLE: This Project includes three principal components. The first is the acquisition of the Property. The Property is adjacent to the Hot Springs Valley Wetlands (HSVW) Preserve, a 207-acre property owned

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by the Grantee in Lake Isabella, Kern County. Both the Property and the HSVW Preserve are part of the same alkaline/sub-alkaline marsh system. Incorporating the Property with the HSVW Preserve would restore and enhance the wetlands on the Property, and also allow a critical wetland connection between different areas of the HSVW Preserve. The second component of this Project, the 'infrastructure' component, consists of removing fencing, installing a new fence and gate, and removing debris and obstructions to water flow. The third component of this Project will be long-term land management and monitoring of bird and plant species. The long-term management plan will be integrated with that of the HSVW, and will include grazing both as a fire-suppression tool and one that will restore and maintain plant biodiversity. Species monitoring will take place over the spring and summer months of the following years.

Southern Sierra Research Station (subcontractor) will be working on the monitoring and management of this Project.

7.02 Project Location: [The Grantee will implement the Project (**for implementation projects**) **OR** (**for planning projects**) The Project is located] on approximately _____ acres of [privately-owned **OR** publicly-owned] land located at [Identify physical location(s) of project, include latitude and longitude in decimal degrees] in _____ County, California (Property) **OR A map can be used in place of the latitude and longitude. If using a map in place of latitude and longitude please include the following statement, [Location is depicted in Attachment 1, Project Location Map, which is attached hereto and made part of this agreement by this reference.]**

7.03 Materials and Equipment: Property acquisitions and equipment purchases must be consistent with Section 6.07 – General Terms and Conditions and Section 4 – Conditions of Grant. All materials and equipment are included in subcontractor costs or will be provided as cost share by the Grantee.

7.04 Project Implementation: The Grantee will complete the following tasks as outlined and as proposed during the Fiscal Year 24/25 Environmental Enhancement Fund (EEF) Grant Programs solicitation process, and as modified through negotiations during development of this Agreement. The complete proposal package is located with the Grantor EEF staff at 1010 Riverside Parkway, West Sacramento, CA. Consistent with the Grantee's proposal for the Project, the Grantee will complete the following tasks in accordance with Section 7.05 – Schedule of Due Dates and Deliverables.

Task 1 – Project Management and Administration

The Grantee will set in place the technical and administrative component of this grant associated with and required for the necessary completion of this Project. This will include managing all agreements required for the land acquisition, and facilitating and executing any additional separate agreements needed to accomplish the Purpose of the Grant as set forth in Section 3. The Grantee will

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also administer the subcontracts, invoicing and payments, and drafting, finalizing and submitting the progress and Draft and Final Reports.

The Grantee will provide overall Project management and administration. The Grantee will be responsible for fiscal management and reporting, convening Project team meetings, developing and disseminating project information, performance reporting, and coordinating with the CDFW Grant Manager. The Grantee will be responsible for completing all project-related tasks.

The Grantee will provide cash and in-kind services to complete necessary pre-acquisition activities (e.g., pre-construction surveys, earnest money, permitting for fencing).

Task 2 – Land Acquisition

This task will consist of managing and implementing the acquisition of the [number of acres and name of property] property. The concluding budget will be signed by both Parties and escrow set to close. The Grantee will complete a draft and final close of escrow report.

Task 3 – Infrastructure

This task will consist of [the Grantee removing current fence, installing a new fence and a gate, and removing debris and obstructions to water flow on the Property. Installing a gate on Lake Isabella Boulevard will require a permit from Kern County.]

Task 4 – Project Monitoring

The final task will be long-term land management, and monitoring of [bird and plant species]. The long-term management plan will be integrated with that of the [HSVW, and will include grazing both as a fire-suppression tool, and one that will restore and maintain plant biodiversity. Species monitoring focusing on the Alkali Mariposa Lily and the Tricolored Blackbird, will take place over the spring and summer months of the following years].

7.05 Schedule and List of Deliverables:

[This section must include all tasks identified in 7.04 – Project Implementation. Tasks should not be identified here that have not been addressed in 7.04.]

| <u>Task</u> | <u>Description</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|--------------------|---------------------------------------|---------------------------------------|--|
| 1 | Project Management and Administration | [Monthly, Quarterly, Annual] Invoices | Example Monthly: Due within 30 days following each calendar month following grant execution. |

| <u>Task</u> | <u>Description</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|-------------|--------------------|---------------------------------------|---|
| | | | Example Quarterly: Due within 30 days following each calendar quarter (March, June, September, December) following grant execution. |
| | | [Monthly, Quarterly, 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) following grant execution. |
| | | Draft Final Report | Due at least 15 days prior to the Final Report. [Insert Date] <i>If no Draft Final Report is required, ALL deliverables must be submitted 30 days prior to the Final Report</i> |
| | | Final Report | [Insert Date] <i>Due no later than the Grant term end date</i> |
| | | Final Invoice | [Insert Date] <i>Due no later than 15 days after the Grant term end date</i> |
| 2 | Land Acquisition | [Task Deliverable] | [Insert Date] |
| | | EXAMPLE: Final Close of Escrow | [Insert Date] |

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| <u>Task</u> | <u>Description</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|-------------|-----------------------------------|--|-----------------------------------|
| | | report. Information to include a Copy of the Final Closing or Settlement Statement and Title Insurance | |
| 3 | [Task Name] Infrastructure | [Task Deliverable] | [Insert Date] |
| | | [Task Deliverable] | [Insert Date] |
| | | [Task Deliverable] | [Insert Date] |
| | | [Task Deliverable] | [Insert Date] |
| | | [Task Deliverable] | [Insert Date] |
| 4 | [Task Name] Project Monitoring | [Task Deliverable] | [Insert Date] |
| | | [Task Deliverable] | [Insert Date] |

SECTION 8 – 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: | Julia-Malia Olea | Name: | |
| Title: | Contract/Grant Coordinator | Title: | |
| Address: | P.O. Box 944209 Sacramento, CA 94244 | Address: | |
| Phone: | (916) 216-1303 | Phone: | |
| Email: | Julia-malia.olea@wildlife.ca.gov | Email: | |

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: The Grantor will provide an amount not to exceed \$XX,XXX (Box 10, DFW 177) as detailed below in the Line-Item Budget Detail (Budget). The Grantee or its partners will provide up to \$ XX,XXX in funds or in-kind services as cost share to complete tasks described in Section 7 – Project Statement. The Grantee will provide the Grantor accurate records of all cost share with the Grantee’s Final Report.

[Directions: 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 only be used for sections A and B, and cannot be used for sections C and D); 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.]

| Line-Item Budget Detail | |
|--|-----------|
| A. PERSONNEL SERVICES | |
| Personnel Title 1 (Hours and Rate) | \$ |
| Personnel Title 2 (Hours and Rate) | \$ |
| Example: Post Grad Researcher II (20 hours @ \$81.66/hr) | \$ |
| Subtotal Personnel Services | \$ |
| Staff Benefits XX% (If Applicable) | \$ |
| Example: Post Grad Researcher II (@ 25%) | \$ |
| Total Personnel Services | \$ |
| B. OPERATING EXPENSES: GENERAL | |
| Field Supplies (List Grantee field supplies in Section 6.05 – Materials and Equipment) | \$ |
| Travel (Not to exceed state reimbursement rates) | \$ |
| Equipment items (Each item less than \$5,000) | \$ |
| Land purchase price | \$ |
| Appraisal fee | \$ |
| Escrow and title fees | \$ |
| Prorated tax and other fees | \$ |

| Line-Item Budget Detail | |
|---|-----------|
| Dump haul | \$ |
| Subtotal Operating Expenses: General | \$ |
| C. OPERATING EXPENSES: SUBCONTRACTORS | |
| Subcontractor 1 | \$ |
| 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 only) | \$ |
| 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 |
| CDFW | \$0 | \$0 | \$0 |
| Grantee | \$0 | \$0 | \$0 |
| Total Project Cost (Including CDFW) | \$0 | \$0 | \$0 |

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 6.08 – 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 7 – 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 this Agreement amount, whichever is less.

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Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to this 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 this Agreement amount, whichever is less.

SECTION 10 – DISBURSEMENT PROCEDURE

Upon satisfaction of all of the above Section 4 – Conditions of Grant, the Grantor shall disburse the Grant Funds directly into an escrow account established for the Project according to the following procedure:

10.01 Disbursement Requests: Upon satisfaction of all of the above Conditions of Grant, Grantee shall request disbursement of the Grant Funds by sending a letter (Disbursement Request) to the Grantor. The Disbursement Request shall be signed by an authorized representative of the Grantee, and shall contain all of the following:

1. Name and address of Grantee;
2. Project Name and Grant Agreement Number;
3. Dollar amount and purpose of disbursement;
4. Name, address and telephone number of the title company or escrow holder, name of the escrow officer, and the escrow account number to which the Grant Funds will be disbursed; and
5. A certification by the Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed to complete the Project have been secured and have been or will be deposited into the escrow account prior to, or at the same time as the requested Grant Funds.

10.02 Escrow Account Disbursement: After receipt of the Disbursement Request, the Grantor will disburse an amount not to exceed **\$XX,XXX [Enter Dollar Amount of CDFW Funds Only (Box 10, DFW 177)]** into the designated escrow account, no later than 45 days following the request.

10.03 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 the (Box 17, DFW177))** in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 7.05 – Schedule of Due Dates and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

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| | |
|----------------------|---|
| Grantee Name: | |
| Attention: | |
| Address: | [Mailing address provided here must match the mailing address in the STD 204 Payee Data Record] |

SECTION 11 – REPORTS

11.03 Draft and Final Reports: The Grantee shall submit a Draft Final Report at least 15 days prior to Grantee’s submission of the Final Report. The Grantee shall submit a Final Report which summarizes the life of this Agreement and describe the work and results pursuant to Section 7 – Project Statement and by the date listed in Section 7.05 – Schedule of Due Dates and Deliverables. The Final Report will consist of one electronic version in Microsoft Word (or compatible format), upon the completion of the Project.

11.04 Document Accessibility: The CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Office of Spill Prevention and Response Environmental Enhancement Fund 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 12 – GRANTEE’S COVENANTS

In consideration of the Grantor’s disbursement of the Grant Funds, the Grantee hereby covenants and agrees as follows:

12.01 The Property shall be held, used, operated, managed, monitored, and maintained only in a manner that is consistent with this Agreement, including the Purpose of Grant set forth in Section 3 – Purpose of Grant. The Grantee assumes all management, operation, monitoring, and maintenance costs associated with the Property.

12.02 The Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor, and any other contributor on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared or approved by the Grantee referencing this Project. Subject to the mutual agreement of the Grantor and the Grantee regarding text, design and location, the Grantee shall post sign(s) on the Property to indicate the participation of CDFW in the Grantee’s purchase of the Property; provided however, that the sign(s) shall display the Grantor’s logo, as shown on **Exhibit D**.

12.03 The Grantee shall pay before delinquency all taxes, assessments (general and

special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively Taxes) and shall furnish the Grantor with satisfactory evidence of payment upon request. The Grantee shall keep the Property free from any liens including, without limitation, those arising out of any obligations incurred by the Grantee for any labor or materials furnished or alleged to have been furnished to or for the Grantee at or for use on the Property.

- 12.04** The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged, or otherwise conveyed without the written approval of the State of California, acting through the Administrator of the CDFW Office of Spill Prevention and Response (Administrator) or their designee. Such approval shall not be unreasonably withheld as long as the Property shall continue to be held and used only in a manner consistent with this Agreement, including the Purpose of this Grant set forth in Section 3 – Purpose of Grant, and each successor-in-interest assumes and agrees in writing to be bound by the terms, covenants, and conditions of this Agreement.
- 12.05** “Mitigation” as used in this Agreement means to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use, including but not limited to any requirement to compensate for or otherwise offset impacts of any activity. The Property may not be used for Mitigation without the prior written approval of the State of California, acting through the Administrator, or their designee. Provided, however, that under no circumstances shall the Property be used for any Mitigation that is: (a) inconsistent with this Agreement, or (b) based upon (i) the protection of the Property resulting from its acquisition or ownership by the Grantee, or (ii) any activity on the Property (including but not limited to restoration) to cure, correct or otherwise remedy any breach or default of this Agreement. If the State of California, acting through the Administrator, or their designee, approves any Mitigation under this section, such approval shall be for the purposes of this Agreement only. Actual Mitigation requirements and conditions will be established and enforced by the authorities imposing them.
- 12.06** The Property (including any portion of it or interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Administrator, or their designee.
- 12.07** The Grantee shall record, or cause to be recorded, concurrently with the close of escrow for the purchase of the Property, a Notice of Unrecorded Grant Agreement (Notice), incorporating by reference this Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist the Grantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. The Notice shall be in the form of **Exhibit E**.
- 12.08** The Grantee shall provide to the Grantor, within 45 days following the close of escrow, a conformed copy of the recorded deed(s) and Notice, with all recording

information, as well as a copy of the final closing or settlement statement and the title insurance policy insuring the Grantee as the owner of fee simple title to the Property subject only to those matters approved by the Grantor under Section 4.01 of this Agreement. The Grantee shall also provide copies of such other documents related to the closing of the above transaction as requested by the Grantor. These documents shall become part of the project file maintained by the Grantor.

12.09 At the request of the Grantor, not less than once in any period of three calendar years, the Grantee shall allow designated staff of the Grantor to access the Property to assess compliance with the terms, covenants, and conditions of this Agreement.

12.10 The Grantee agrees to ensure that the terms and conditions of this Grant Agreement shall be taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets proposed to be authorized, created, sold, exchanged or transferred. The Grantee agrees to notify the Grantor prior to any such proposed establishment.

SECTION 13 – BREACH AND DEFAULT

13.01 In the event of a breach of any of the terms, covenants, or conditions of this Agreement, or a Default pursuant to Section 13.03, the Grantor shall give written notice to the Grantee describing the breach. Notice shall be deemed given when personally delivered or deposited in the United States mail, postage prepaid, or with a reliable over-night courier, addressed to the Grantee at the Grantee's address for notices set forth in Section 8 – Contacts.

13.02 If the Grantee does not cure the breach within 90 days of the date a notice of breach is given or, if the breach is not curable within a 90-day period, or the Grantee does not commence the cure within the 90-day period and diligently pursue it to completion, then the Grantee shall be in default (Default) under this Agreement.

13.03 The Grantee shall also be in Default under this Agreement upon the discovery that information given to the Grantor by or on behalf of the Grantee under or in connection with obtaining this Agreement was materially false, incomplete or misleading.

SECTION 14 – REMEDIES

In the event of a Default under this Agreement, in addition to any and all remedies available at law or in equity, the Grantor shall have the following remedies:

14.01 The Grantor may seek specific performance of this Agreement. The Grantee agrees that payment by the Grantee to the Grantor of an amount equal to the Grant Funds disbursed under this Agreement would be inadequate compensation

to the Grantor for any Default because the benefit to be derived by the Grantor from full compliance by the Grantee with the terms of this Agreement is the preservation, and improvement of habitat quality and ecosystem function to benefit fish and wildlife and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the Grantor by way of Grant Funds under this Agreement.

14.02 The Grantor may require the Grantee to convey a conservation easement over the Property in favor of the Grantor (or, at the election of the Grantor, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations of the Grantee), and to pay a sum to the Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to the Grantee pursuant to this Agreement, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of payment, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account. The conservation easement shall be for the purposes of preservation, and improvement of habitat quality and ecosystem function to benefit fish and wildlife. The value of the conservation easement shall be determined by a fair market value appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code and acceptable to the Grantor. The appraisal shall be prepared pursuant to USPAP and, if required by law, approved by the DGS.

14.03 Despite the contrary provisions of Section 13 – Breach and Default of this Agreement, if the Grantor determines that circumstances require immediate action to prevent or mitigate interference with the Purpose of Grant set forth in Section 3 – Purpose of Grant arising from a breach of this Agreement, then the Grantor may pursue its remedies without waiting for the period provided for cure to expire.

SECTION 15 – NONPROFIT ORGANIZATION GRANTEE

If the existence of the Grantee is terminated for any reason, title to all interest in real property acquired with Grant Funds shall immediately vest in the State of California. However, prior to that termination, upon approval of the Grantor, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this Section 15 shall be recorded and shall set forth the executory interest or right of entry on the part of the State of California.

SECTION 16 – LIABILITY; MODIFICATIONS; INTERPRETATION

16.01 The Grantee shall indemnify, protect and hold harmless the Grantor, the State of California, and their respective members, directors, officers, agents, and

employees (each an Indemnified Party), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, Claims) arising out of, connected with, or incident to this Agreement or the acquisition, ownership, use, management, operation or maintenance of the Property, except that the Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

- 16.02** This Agreement may be modified only by written amendment signed by the Grantor and the Grantee. No prior or contemporaneous oral understanding or agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 16.03** All references herein to "Grantee" are intended to refer to the Grantee or its designee, successor, or assignee as may be approved by the Grantor.
- 16.04** 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 this Agreement that can be given effect without the invalid provision or application and to this end the provisions of this Agreement are severable.
- 16.05** The Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, director, officer, agent, employee, or representative of the Grantor.
- 16.06** This Agreement is not assignable or transferable by the Grantee, either in whole or in part, except in connection with a transfer of the Property approved by the Grantor under Section 3 – Purpose of Grant and Section 12.04.
- 16.07** Any costs incurred by the Grantor, where the Grantor is the prevailing party, in enforcing the terms of this Agreement against the Grantee, 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 the Grantee.
- 16.08** Enforcement of the terms of this Agreement by the Grantor shall be at the discretion of the Grantor, and any forbearance by the 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 the Grantor under it.

SECTION 17 – CONDEMNATION

If the Property is, or is under threat of being, taken by exercise of eminent domain, the Grantee shall promptly notify the Grantor in writing. If all or any part of the Property is

Q2XXXXXX (Box 2, DFW 177)

GRANTEE LEGAL NAME (Box 3, DFW 177)

taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, the Grantor and the Grantee shall act jointly to recover from the condemning authority the full value of the property so taken or purchased, and all direct or incidental damages resulting therefrom. The Grantor shall be entitled to the share of the Award (as defined below) which equals the ratio of the Grant Funds provided by the Grantor to the purchase price the Grantee paid to acquire the Property (e.g., if the Grantor provided \$50,000 of Grant Funds and the purchase price was \$75,000, then the Grantor would be entitled to two-thirds of the Award). For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid, or received on account of the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by the Grantee in connection with the taking or purchase.

SECTION 18 – 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 [Public Entities General Grant Provisions (Exhibit 1.a)] or [Non-Public Entities General Grant Provisions (Exhibit 1.b)]

Exhibit 3 – Notice of Economic Sanctions

Exhibit A – Property Legal Description

Exhibit B – Grant Proposal

Exhibit C – Grantee's Declaration of Authority

Exhibit D – Grantor's Logo

Exhibit E – Form of Notice of Unrecorded Grant Agreement

Q2XXXXXX (Box 2, DFW 177)

GRANTEE LEGAL NAME (Box 3, DFW 177)

SECTION 19 – AUTHORIZATION

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: **Enter Grantee Signatory Name** (Box 19, DFW 177)

Title: **Enter 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