TERMS AND CONDITIONS OF GRANT AGREEMENT

1. This Agreement is entered into between the State of California, by and through the California Department of Forestry and Fire Protection ("CAL FIRE" or "the State") and _____ ("Grantee"), collectively referred to as "Parties", pursuant to California Public Resources Code section § _____.

2. **Grant Funds.** Subject to the availability of grant monies, the State hereby grants to Grantee a sum not to exceed $_____. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

3. **Project.** The State is entering into this agreement, and the Grant Funds shall be used, only for the purpose of Grantee's performance of the Project generally described on the cover page to this Agreement and as more fully described in the Project Scope of Work. Any amendment to the Project Scope of Work must be approved by the State in writing in accordance with Section 27, Amendment.

4. **Agreement and Exhibits.** The Parties accept and agree to the terms and conditions of this Agreement, the Exhibits set forth below, the Grant Guidelines, Grantee's application for Grant Funds, and all other documents which may later be approved in writing by both Parties relating to this Agreement, all of which are hereby incorporated by reference and made part of this agreement as though set forth in full herein. The marked Exhibits are attached to this Agreement:

   - ☐ Exhibit A: Project Scope of Work
   - ☐ Exhibit B: Project Timeline
   - ☐ Exhibit C: Project Budget Detail
   - ☐ Exhibit D: Project Map
   - ☐ Exhibit E: Equipment Depreciation Schedule
   - ☐ Exhibit F: California Climate Investments Addendum
   - ☐ Exhibit G: GHG Emissions Workbook
   - ☐ Exhibit H: Limited Waiver of Sovereign Immunity

   In the event of conflicting terms among the documents forming this Agreement, the order of control is first this Agreement, then the Exhibits, then the Grant Guidelines, and then the Application.

5. **Term of Agreement.** The term of this Agreement shall be the Project Performance Period.

6. **Authority to Sign.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of the entity they represent, and that the person executing this Agreement on its behalf has the full capacity to bind that entity. At CAL FIRE's request, Grantee must provide CAL FIRE with evidence

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satisfying CAL FIRE that the execution, delivery, and performance of this Agreement have been authorized by all necessary organizational action by Grantee.

7. **Definitions.**

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

   b. “Agreement” means this grant agreement number XGXXXXXX, including each of the documents described and incorporated by reference into this Agreement in Section 4, Agreement and Exhibits.

   c. “Effective Date” means the later of the date the Agreement is executed by the State or Grantee.

   d. “Equipment” means personal property Grantee needs to perform the Project that has (1) a $10,000 or more per unit cost, and (2) a tangible useful life of more than one (1) year.

   e. “Grant Funds” means the money described in Section 2, Grant Funds, that is provided by the State to the Grantee pursuant to this Agreement and includes any interest paid to Grantee from the deposit of any Advance Payments awarded to Grantee.

   f. “Grant Guidelines” are the California Department of Forestry and Fire Protection _____ Program Grant Guidelines 20XX-20XX, which are available on the CAL FIRE website.

   g. “Other Sources of Funds” means all matching fund sources, excluding Program Income, that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

   h. “Project” means the work described in the Project Scope of Work and this Agreement.

   i. “Project Budget Detail” means the approved budget plan.

   j. “Project Completion Date” means the date specified on the cover page to this agreement.

   k. “Program Income” means income that is generated directly by Grantee’s performance of the Project, including any interest earned on Advance Payments.

   l. “Project Performance Period” means the Effective Date through the earlier of the Project Completion Date or the date this Agreement is terminated pursuant to Section 20, Project Termination or Suspension, below.

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m. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the approved tasks, which is attached hereto as Exhibit A.

n. “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.

8. **Project Representatives.**

The project representatives during the term of the Agreement will be:

The State: CAL FIRE	Grantee: GRANTEE NAME
Section/Unit: XXX	Section/Unit: N/A
Attention: Grant Administrator	Attention: CONTACT
Mailing Address: Grant Administrator Address	Mailing Address: GRANTEE ADDRESS
Phone Number: Grant Administrator Phone	Phone Number: (XXX) XXX-XXXX Secondary: (XXX) XXX-XXXX
Email Address: Grant Administrator Email	Email Address: Contact email

Individuals authorized to sign and submit invoices on behalf of Grantee are:

1) NAME, TITLE

2) NAME, TITLE

Changes to the project representatives during the term of the Agreement shall be made in writing, and no amendment to this Agreement shall be necessary. Notice shall be sent to the designated representative for all notice provisions of this Agreement.

9. **Project Execution.**

a. **Project Commencement.** Grantee shall not begin work on the Project prior to the Effective Date. Any work started prior to the Effective Date will not be eligible for funding under the terms of this Agreement.

b. **Project Completion.** Grantee shall complete the Project before the Project Completion Date, unless an amendment has been approved in writing by the State as provided in Section 27, Amendment. Requests for an extension of the Project Completion Date will be considered on a case-by-case basis and must be made no less than sixty (60) days before the then-effective Project Completion Date, unless this requirement is waived

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in writing by the State. Work completed after the Project Completion Date is not eligible for funding under the terms of this Agreement.

c. **The State's Right of Access.** Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance and that work is in accordance with this Agreement, including a final inspection upon Project completion.

d. **Independent Capacity of Grantee.** Grantee, and the agents and employees of Grantee, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents, of the State.

e. **Subrecipients.** If Grantee desires to accomplish any part of the Project through the use of subrecipients, the following conditions must be met: (1) Grantee shall require, and is solely responsible for ensuring, that all subrecipients comply with all applicable terms of this Agreement; and (2) agreements between the Grantee and a subrecipient must be in writing. Nothing contained in this Agreement, or otherwise, shall create any contractual relationship between the State and any of Grantee's subrecipients and no contract or subcontract shall relieve Grantee of its responsibilities and obligations under this Agreement. Grantee agrees to be as fully responsible to the State 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 the State's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subrecipients. If a subrecipient is entitled by law to record a lien against any property or improvements funded by this Agreement, the State may require Grantee to obtain a waiver and release of such lien or take other appropriate action to ensure the lien is released, prior to the Project Completion Date or the date this Agreement is terminated pursuant to Section 20, Project Termination or Suspension, below, whichever is earlier.

10. **Grantee Responsibilities**

a. **Grantee Skill and Care.** In performing work under this Agreement, Grantee shall exercise the degree of skill and care required by customarily accepted professional practices and procedures for the type of work performed.

b. **Grantee Responsible for Project.** The Project is the sole responsibility of Grantee. The State undertakes no responsibilities to 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

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responsibility for any claim or suit of any nature by any third party related in any way to the Project. Review or approval by the State of any Project plans, specifications, or other documents is solely for the purpose of proper administration of Grant Funds by the State and shall not relieve Grantee of the obligation to carry out any requirements of this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

c. **Permits and Compliance with Laws.** Grantee shall comply fully, and require any of its agents, employees, or subrecipients to comply fully, with all applicable federal, State, and local laws, ordinances, regulations, and permits. Grantee shall provide evidence, upon request, that all necessary local, State, or federal permits, licenses, registrations, and approvals have been secured for the Project. Grantee shall maintain compliance with such requirements throughout the Project Performance Period. The costs associated with legal compliance may be reimbursed under this Agreement only to the extent authorized by the Project Budget Detail.

d. **Misuse of Public Funds Prohibited.** Grantee or anyone acting on behalf of Grantee shall not engage in fraud, waste, or the abuse of Grant Funds in violation of California Penal Code section 424 *et seq*. Grantee shall cooperate in any investigation of such activities that are suspected in connection with this Agreement.

e. **Private Benefit Prohibited.** Recipients of Grant Funds shall receive no more than the fair market value of an arm's length transaction for any goods or services provided under this Agreement. Grantee shall provide evidence to the State upon request of compliance with this Section 10.e., Private Benefit Prohibited. Violation of this Section 10.e. will result in a violation of California Penal Code section 424, subd. a.

f. **Conflicts of Interest Prohibited.** Grantee shall comply with the requirements of Government Code sections 1090 and 87100 and Public Contracts Code sections 10410 and 10411. Grantee represents that no person who, as an officer, employee, or agent of the State participated in the preparation or creation of, or determination to award, this Agreement shall for compensation or personal benefit serve as an agent or employee of Grantee in the performance of this Agreement. Grantee and the State hereby acknowledge that:

    i. Current State Officers or Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or

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employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

ii. Former State Officers or Employees: For the two (2)-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12)-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

A violation of any provision of this Section 10.f., Conflicts of Interest Prohibited, shall render this Agreement void and may result in Grantee being required to disgorge any payments made prior to discovery of the violation under Government Code section 1092 and Public Contracts Code section 10420. If Grantee has any questions about compliance with conflicts of interest laws, Grantee should consult the California Fair Political Practices Commission or a qualified attorney.

g. **California Environmental Quality Act.** Activities funded by this Agreement must comply with the California Environmental Quality Act (CEQA) (California Public Resources Code section 21000, et. seq. Title 14, California Code of Regulations, section 15000 et. seq.). Sufficient evidence of CEQA compliance must be provided by Grantee and approved by the State before any work that could impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.) may proceed, and no later than one year following the Effective Date unless a longer time is approved in writing by CAL FIRE. The State may make Grant Funds available in advance of CEQA compliance for Project activities that do not have the potential to cause an environmental impact (e.g. project planning, locating, and marking property or project boundaries, engaging with landowners, etc.).

If CEQA compliance is not complete by the Effective Date, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project, or not to fund the Project. Should the State decide not to fund the Project, this Agreement shall be terminated in accordance with Section 20, Project Termination or Suspension, below.

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h. **Nondiscrimination.** The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, ancestry, age (over 40), physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), reproductive health decision-making, sex, gender, gender identity, gender expression, marital status, sexual orientation, genetic information, religion, political beliefs, use of family-care leave, medical-care leave or pregnancy-disability leave, military or veteran status, or because all or part of an individual's income is derived from any public assistance program. Grantee shall not discriminate, harass, or allow harassment against any person on any of these bases, and shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Grantee hereby certifies, unless specifically exempted, compliance with Government Code 12990(a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Grantee shall include the nondiscrimination and compliance provisions of this Agreement in all contracts and subcontracts related to the Project.

i. **Union Organizing.** In accordance with California Government Code sections 16645-16649, by signing this Agreement Grantee certifies that:

    i. No State funds disbursed by this grant will be used to assist, promote, or deter union organizing.

    ii. 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 shall provide those records to the Attorney General upon request.

j. **Drug-Free Workplace Certification.** In accordance with the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq*.), by signing this Agreement Grantee hereby certifies that Grantee, and each of its Subrecipients, will provide a drug-free workplace by taking the following actions:

    i. 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 (Drug-Free Workplace Statement).

    ii. Establish a drug-free awareness program to inform employees about all of the following:

        1. The dangers of drug abuse in the workplace;

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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.

iii. Provide that every employee who works on the Project will:

1. Receive a copy of the Drug-Free Workplace Statement; and

2. Agree to abide by the terms of the Drug-Free Workplace Statement as a condition of employment on the Project.

iv. In addition to other remedies available at law or in equity, or in this Agreement, Grantee may be ineligible for award of any future State contracts if the State 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.

k. **California Taxpayer Access to Publicly Funded Research.** Grantee agrees to comply with the California Taxpayer Access to Publicly Funded Research Act (California Government Code sections 13989 et seq., "the Act") and provisions of this section, which apply to publications describing knowledge, an invention, or technology funded within the scope of this Agreement.

i. For purposes of this Section 10.k., California Taxpayer Access to Publicly Funded Research, "Peer-Reviewed Manuscript" means a manuscript after it has been peer reviewed and in the form in which it has been accepted for publication in a professional journal.

ii. Grantee shall provide for free public access to any Peer-Reviewed Manuscript developed within the scope of this Agreement.

iii. Grantee shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:

1. Fully comply with California Government Code section 13989.6;

2. Do not conflict with CAL FIRE's rights under this Agreement;

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3. Secure for CAL FIRE the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 19, Rights in Intellectual Property; and

4. Recognize the free public access to the Peer-Reviewed Manuscript.

iv. Grantee shall report to CAL FIRE the final disposition of any Peer-Reviewed Manuscript, including but not limited to if it was published, when it was published, where it was published, and, when the twelve (12)-month time period expires, where the Peer-Reviewed Manuscript will be available for open access.

v. Not later than twelve (12) months after the official date of publication Grantee shall make available to CAL FIRE an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement.

vi. The Recipient shall make publicly accessible an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement, not later than twelve (12) months after the official date of publication, on a repository approved in writing by CAL FIRE, including but not limited to the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library; or PubMed Central. The Recipient shall notify CAL FIRE when the Peer-Reviewed Manuscript is available on a CAL FIRE-approved repository.

vii. If Grantee is unable to ensure that its Peer-Reviewed Manuscript is accessible on a CAL FIRE-approved, publicly accessible repository, GRANTEE may comply by providing the manuscript to CAL FIRE not later than twelve (12) months after the official date of publication.

viii. For any publications other than a Peer-Reviewed Manuscript, (herein referred to as "Other Publications") including scientific meeting abstracts, developed within the scope of this Agreement, Grantee shall:

1. Provide an electronic version of the Other Publications to the CAL FIRE not later than twelve (12) months after the official date of publication.

2. Ensure that any publishing or copyright agreements concerning Other Publications:

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i. Do not conflict with CAL FIRE's rights under this Agreement.

ii. Secure for CAL FIRE the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 19, Rights in Intellectual Property.

ix. The Act states "Grantees are authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution." Grantee agrees that for purposes of this Agreement, Grantee is only authorized to use funds under this Agreement for these purposes if the expenses are included in the Agreement's Project Budget Detail and meet the other Agreement requirements for payment, including that CAL FIRE will only reimburse the Recipient for expenditures incurred during the Agreement term. If these expenses are not included in the Project Budget Detail, both parties must agree and amend the Project Budget Detail to include such expenditures before Recipient is authorized to use Agreement funds for these purposes.

l. **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 requiring the payment of prevailing wages (See e.g. California Labor Code section 1720 et seq. and California Public Resources Code section 80200 et seq.). If Grantee has any questions about the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, Grantee should consult DIR or a qualified attorney.

11. **Project Costs and Payment Documentation**

a. **Funding Disbursements.** The State's obligation to disburse Grant Funds under this Agreement is conditioned on and subject to satisfactory compliance with and completion of all conditions contained in this Agreement. Payment by the State shall be made in arrears, except for any Advance Payments authorized pursuant to Section 11.f., Advance Payments, below, after receipt of an acceptable invoice and approval by a duly authorized representative of the State. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the State agrees to compensate Grantee for actual expenditures incurred in accordance with the rates and activities set forth in this Agreement.

b. **Disbursement Requests.** Unless another frequency is approved in writing by the State, Grantee shall submit, in arrears, not more frequently than once a month and at least quarterly an invoice to the State for costs

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paid by Grantee pursuant to this Agreement. In the event no expenses are incurred, Grantee shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero-balance invoice. A final invoice shall be submitted no later than thirty (30) days after the Project Completion Date or termination of this Agreement, whichever occurs earlier. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of Grantee, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), Program Income, Other Sources of Funds when applicable, and appropriate supporting documentation consistent with the Grant Guidelines. Grantee shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.

c. **Final Payment**. Final payment to Grantee may not be made until the State determines the Project conforms substantially to this Agreement.

d. **Expiration of Grant Funds.** Grant Funds in this Agreement have a limited period in which they must be expended. All Grantee expenditures must occur prior to the Project Completion Date.

e. **Grantee Expenditures.** Except as otherwise provided herein, Grantee shall expend Grant Funds in the manner described in the Project Budget Detail. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the Grant Funds through reallocation of funds from other budget categories with written approval by the State. Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of a budget category of more than ten percent (10%) of the Grant Funds, or any increase in the total amount of Grant Funds, must be accomplished through an amendment to this Agreement in accordance with Section 27, Amendment, before any such increase or decrease is made.

f. **Advance Payments.** Notwithstanding any of the provisions of this Agreement, the State may make Advance Payments from the Grant Funds to the Grantee at the State's discretion and subject to statutory authorization, as detailed in the Grant Guidelines. Advance payment made by the State shall be subject to the following provisions and any applicable statutory requirements in effect when a request for Advance Payment is made:

    i. Grantee shall submit a written request identifying why an Advance Payment is necessary and how the Advance Payment will be used

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over a six (6)-month period. The written request must be accompanied by an invoice that contains the same level of detail as the State requires for a request for disbursement as described in Section 11.b., Disbursement Requests.

ii. Each Advance Payment is limited to the immediate cash requirements necessary to carry out the Project and may not exceed twenty-five percent (25%) of the Grant Funds, unless the State determines in writing that a larger advance is authorized by statute and supported by sufficient justification and documentation from Grantee.

iii. Grantee shall file an accountability report in the format required by the State no less than four (4) months after the date Grantee receives the Advance Payment and every four (4) months thereafter.

iv. Unless a shorter time period is specified in the Grant Guidelines, advance Payments must be spent on eligible costs within six (6) months of receipt. Grantee may request additional time to spend Advance Payments, but such request must be approved in writing by the State at the State's discretion. All Grant Funds provided as an Advance Payment that are not spent within the later of six (6) months or the spending timeline approved by the State shall be returned to the State and will be returned to the grant balance.

v. All work under an Advance Payment must be fully liquidated via an invoice and supporting documentation, and completed to the State's satisfaction before another Advance Payment will be made.

vi. Advance Payments must be deposited into an interest-bearing account that is insured by the Federal Deposit Insurance Corporation. Any interest earned on Advance Payments must be accounted for as Project Income and used to offset the costs of the Project or returned to the State.

g. **Disbursements made in error.** The Grantee shall immediately reimburse or credit the State at the State's discretion for any overpayment of an invoice or other erroneous disbursement when either party determines an overpayment or erroneous disbursement was made.

h. **Program Income.** Grantee shall report to the State any Program Income earned during the Project Performance Period. Program Income shall be used to offset the costs of the Project, returned to the State, or, if approved in writing by the State at the State's discretion, used for other purposes that benefit the public.

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i. **Notification of Nonpayment.** Grantee shall immediately notify the State in the event Grantee has not received payment of an undisputed invoice within forty-five (45) days of submitting that invoice to the State for reimbursement.

12. **Equipment.**

a. **Eligible Equipment.** Only Equipment that is identified in the Project Budget Detail may be purchased using Grant Funds. If Grantee determines additional Equipment is necessary to complete the Project, Grantee must obtain prior written approval by the State to purchase such Equipment, and such approval may be provided at the State's discretion. Equipment purchased using Grant Funds, wholly or in part, must be used by the Grantee for the Project for which it was acquired for as long as needed, whether or not the Project continues to be supported by Grant Funds.

b. **Use of Equipment as Collateral Prohibited**. Equipment purchased using Grant Funds cannot be used as collateral, financed, or sold without prior written approval from the State at its discretion. If Grantee receives prior written approval from the State to purchase equipment under a financing or loan agreement, Grantee shall maintain a status of "good standing" with the financing entity for the duration of financing terms. Prior to the Project Completion Date or termination of the Grant Agreement, whichever occurs earlier, the equipment must be paid off in whole and all interest in the equipment held by a third-party lender or similar entity shall be extinguished, unless written approval is otherwise granted by the State at its discretion. In such a case, Grantee shall inform the lender, in writing, of the State's interest in the equipment using a "Financing Notification Letter" provided by the State.

c. **The State's Interest in Equipment.** The State retains a vested interest in the Equipment for the useful life of the Equipment, even after the Project Performance Period. Equipment purchased, at least in part, by Grant Funds shall be identified using a decal, sticker, or similar method to indicate CAL FIRE's interest in the equipment.

d. **Equipment Records.** Grantee shall maintain equipment records accurately and shall include the following information:

i. A description of the equipment.

ii. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

iii. Source of the equipment, including the award number.

iv. Title vesting details.

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v. Acquisition date and cost.

vi. Information from which one can calculate the percentage of the State's participation in the cost of the equipment.

vii. Location and condition of the equipment and the date the information was reported.

viii. Unit acquisition cost.

ix. Ultimate disposition data, including date of disposal and sales price or the method used to determine fair market value at the time of disposition.

e. **Equipment Inventory.** Grantee shall take a physical inventory of equipment and reconcile the results of such inventory with the equipment records at least once every two (2) years during the Project Performance Period. Grantee shall investigate any differences between quantities determined by the physical inspection and those shown in the accounting records to determine and document the cause of any differences. Grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment.

f. **Equipment Maintenance.** Grantee shall implement maintenance procedures to keep the equipment in good condition and a control system to ensure adequate safeguards to prevent loss, damage, or theft of the Equipment. Grantee shall investigate, fully document, and report to the State any loss, damage, or theft of Equipment.

g. **Equipment disposition.** When the Equipment is no longer needed for performance of the Project and prior to the Project Completion Date or termination of this Agreement, whichever occurs earlier, Grantee shall submit for the State's approval at the State's discretion a written disposition plan of the Equipment in the format required by the State that details how the equipment will be used for the duration of its useful life. The disposition plan shall ensure use of the equipment benefits the public and supports, in the following order of priorities, (1) activities that further the Project purposes, or (2) activities aligned with CAL FIRE's interests. After approval of the disposition plan and for the useful life of the equipment, Grantee must provide to the State, upon request, information concerning the disposition of the Equipment.

13. **Budget Contingency Clause**. The State 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. The State shall notify Grantee in writing if it is unable to disburse funds for these reasons. No invoice submitted

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prior to the appropriation or release of such funds to the State shall be effective. If funding for this Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance or the State Treasurer's Office, the State at its discretion may suspend or terminate the Agreement pursuant to Section 20, Project Termination or Suspension, or amend the Agreement to reflect any reduction of funds. The State will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this Section 13, Budget Contingency Clause.

14. **Project Administration**

    a. Grantee shall use any generally accepted accounting system.

    b. Grantee must report to the State all Other Sources of Funds, including Program Income. If this provision is deemed to be violated, the State will request an audit of Grantee and can delay the disbursement of funds until the matter is resolved.

    c. Grantee shall promptly submit written progress reports and all records related to this Agreement that the State may request.

    d. Grantee shall submit a final project report, final invoice with associated supporting documentation, and copies of materials developed using Grant Funds, including but not limited to plans, educational materials, etc. within thirty (30) days of the Project Completion Date.

15. **Signage and Other Acknowledgement.** The parties acknowledge that certain State funding sources require specific information be included on signage. If those funding sources apply to this Agreement, as detailed in the Grant Guidelines or an exhibit to this Agreement, Grantee must comply with such requirement. In addition to any applicable requirement, Grantee is encouraged to recognize the cooperative nature of the Project and shall provide credit to the State in promotional materials, press releases, brochures, presentations, advertisements, publications, reports, websites, social media posts and exhibits prepared or approved by Grantee within the Project Performance Period referencing the Project. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other types of projects, such as for the purchase of vehicles, equipment, and consumer-based incentives, acknowledgment may include using a decal, sticker, or other signage. A draft of any signage or acknowledgement must be approved by the State prior to publication.

16. **Project Records**

    a. Grantee shall retain all records required by this Agreement for three (3) years after final payment by the State. If an audit occurs, all such records

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shall be retained for one (1) year from the date the audit is completed or three (3) years after final payment by the State, whichever occurs later.

b. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the State for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of Grantee pertaining to this Agreement or related matters.

c. Grantee shall keep accurate and detailed records as the State shall prescribe, including, but not limited to, records that fully disclose: (a) Project activities, locations, and schedules; (b) the disposition of the Grant Funds; (c) the total cost of the Project; (d) the amount and nature of all Other Sources of Funds; and (e) any other such records as will facilitate an effective audit. All records shall be made available to CAL FIRE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

d. Grantee shall include in any written agreement with any Subrecipient a provision that ensures Subrecipient complies with the requirements of this Section 16, Project Records, and authorizes the State to audit Subrecipient's records and interview Subrecipient's staff regarding issues related to the performance of this Agreement.

17. **Audits.** In accordance with Government Code section 8546.7, during the three-year period after final disbursement, unless a longer retention period has been specified by the State, Grantee shall make, or cause to be made, records relating to this Agreement available to the State 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 requested by the State or its representative. The audit shall be confined to those matters connected with this Agreement. Grantee and its Subrecipients 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.

18. **Public Records and Confidentiality.** The Parties acknowledge that, except with respect to records that are exempt from disclosure by an express provision of law, the State must disclose public records upon request pursuant to the California Public Records Act (California Government Code section 7920.000 *et seq*.).

    During performance of this Agreement, each party may come into possession of Confidential Information. For purposes of this Section 18, Public Records and

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Confidentiality, “Confidential Information” means all information, regardless of the form or medium of disclosure, that has been or will be disclosed by a Party (the “Disclosing Party”) to another Party (the “Receiving Party”) in connection with this Agreement owned by the Disclosing Party, an affiliate of the Disclosing Party, or a third party, and that is: (1) in written or other tangible form and marked by the Disclosing Party with a suitable legend identifying its proprietary or confidential nature; or (2) oral, visual, or in a form not amenable to marking and declared confidential by the Disclosing Party at the time of disclosure and is reduced to or summarized by the Disclosing Party in a writing that is (a) marked by the Disclosing Party with a suitable legend identifying its proprietary or confidential nature, and (b) transmitted by the Disclosing Party to the Receiving Party within thirty (30) days of the initial disclosure. During the thirty (30)-day period, the Receiving Party must protect the information as Confidential Information.

Grantee agrees not to disclose Confidential Information, unless Grantee is compelled to do so under court order, subpoena, or similar legal proceeding. The State agrees not to disclose Confidential Information to the extent that such Confidential Information is exempt from disclosure under the California Public Records Act, unless the State is compelled to do so under court order, subpoena, or similar legal proceeding. The State may disclose Confidential Information to the California Natural Resources Agency or the California Office of the Governor, as required, after informing the California Natural Resources Agency or the California Office of the Governor, respectively, of the confidential nature of the Confidential Information and the obligations in this Agreement.

If a Receiving Party is compelled to disclose Confidential Information under court order, subpoena, or similar legal proceeding, to the extent possible before making the disclosure, and if legally permitted to do so, the Receiving Party will: (1) promptly notify the Disclosing Party and take reasonable measures, at the Disclosing Party’s expense, to prevent or limit the disclosure or require the disclosure under protective order; (2) disclose Confidential Information only to the extent compelled; and (3) continue to protect the Confidential Information in accordance with this Agreement.

19. **Rights in Intellectual Property.** Grantee retains title to all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, other written or graphic work, or patentable ideas (collectively, “Intellectual Property”) produced in the performance of this Agreement, except that the State shall have the right to reproduce, publish, sublicense, and use all such work, or any part thereof, in any manner and for any non-profit, noncommercial purposes and to authorize others to do so. If any Intellectual Property is copyrightable, Grantee may copyright the same, except that the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, sublicense, and use such work, or any part thereof, in any manner and for any non-profit, noncommercial purposes and to authorize others to do so.

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20. **Project Termination or Suspension**

a. **Termination before Project Commencement.** Before any work funded by this Agreement begins, this Agreement may be terminated by the State or Grantee upon thirty (30)-days written notice to the other party.

b. **Termination by Mutual Consent.** Once work funded by this Agreement has commenced, this Agreement can be terminated at any time by mutual written consent of both Parties. Upon mutual termination, both Parties will work cooperatively to identify the date of termination sufficient to allow the parties to resolve any outstanding financial obligations, and bring the work specified in this Agreement to closure, and which shall not be less than thirty (30) days after either Party gives notice to the other of its desire to terminate the agreement.

c. **Termination by the State**. If the State determines Grantee has made a material misrepresentation, violated this Agreement, failed to fulfill its obligations under this Agreement, or otherwise determines there is cause to do so, the State can terminate this Agreement ("Termination for Cause") by providing Grantee with a written notice of termination specifying the date of termination. The State may terminate this Agreement without cause upon giving thirty (30)-days written notice to Grantee.

d. **Grantee's duties upon Termination**. In the event 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 the State 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 that have not been previously expended to provide the services outlined within this Agreement. At its discretion, the State 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 the State issued a Notice of Termination because funds were unavailable pursuant to Section 13, Budget Contingency Clause, in the event of a Termination for Cause, Grantee shall be liable for prompt repayment of all amounts disbursed under this Agreement 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.) The State may, at its sole discretion, consider extenuating circumstances, including whether Grantee's failure to fulfill its

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obligations was due to no fault of Grantee, and may waive Grantee's obligation to repay, in whole or in part.

This Section 20.d., Grantee's duties upon Termination, shall not be deemed to limit any other remedies the State may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

e. **Suspension and Stop Work Orders**. The State 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 the State authorizes work to resume by giving further written notice to Grantee. In the event of a suspension, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. At its discretion, the State 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 a provision that entitles Grantee to suspend or terminate the agreement with the Subrecipient with written notice and on terms and conditions that are consistent with this Section 20, Project Termination or Suspension, specifically that at State's discretion it may only reimburse Grantee for 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. In the event of termination under this Section 20, Project Termination or Suspension, Grantee shall: (1) inform all subrecipients of the date of termination of this Agreement; (2) direct Subrecipients to take all reasonable measures to prevent any further costs under this Agreement; and (3) terminate any outstanding agreements with Subrecipients that obligate Grant Funds.

21. **Hold Harmless**

a. **Waiver of Claims.** Grantee agrees to waive any and all claims against the State for injury, death, or property damage arising from the activities contemplated in this Agreement, except where such injury or damage is proximately caused by the grossly negligent or willful acts of the State, its officers, agents, or employees.

b. **Grantee Indemnification.** Grantee will defend and indemnify the State as follows:

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i. **Defense.** Grantee will defend the State against any claim, demand, government investigation, or legal proceeding made or brought by a third party against the State to the extent it arises out of or relates to Grantee's, or its agent's, negligence, gross negligence, recklessness, willful misconduct, fraud, or breach of the Agreement.

ii. **Indemnification.** Grantee will indemnify the State against all amounts awarded to the third party making a claim, demand, government investigation, or legal proceeding against the State, and all penalties, fines, and third-party costs (including legal fees) paid by the State arising out of or relating to any claim, demand, government investigation, or legal proceeding made or brought by a third party to the extent it arises out of or relates to any breach of this Agreement or the negligence or willful misconduct of Grantee.

c. **Waiver of Indemnification.** Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the State, its officers, agents, or employees. If Grantee is a public entity, Grantee waives any right to indemnity (see California Government Code section 895.2) and contribution (see California Government Code section 895.6) from the State as set forth in Government Code section 895.4.

22. **Remedies for Grantee's Breach of Agreement.** In the event of a breach by Grantee, in addition to any and all other remedies available at law or in equity, the State may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds, including Advance Payments, that were disbursed.

23. **Severability.** If any provision of this Agreement is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

24. **Waiver of Agreement Terms.** No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

25. **Assignment.** No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State in writing and made subject to such reasonable terms and conditions as the State may impose.

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26. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind any successors or assigns of the Parties.

27. **Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties. Requests by Grantee for amendments must be in writing stating the amendment request and the reason for the request and may be approved by the State in writing at the State's discretion. Amendments involving the following must be accomplished by a written amendment fully executed by the signatories to this Agreement: (1) a substantial change in the Scope of Work, as determined by CAL FIRE; (2) a budget category change of more than ten percent (10%) of the Grant Funds, or any increase in the total amount of Grant Funds; or (3) a change to the Project Completion Date.

28. **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 that may affect the provisions, terms, or funding for this Agreement in any manner and the State has the right to amend this Agreement to reflect any such further acts. The State will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this Section 28, Further Acts by Legislature or Governor.

29. **Entire Agreement.** This Agreement supersedes all prior agreements, oral or written, made with respect to the Project and, together with all attached Exhibits and documents incorporated by reference, constitutes the entire Agreement between the Parties relating to the Project.

30. **Survival.** The following will survive termination of this Agreement:

    a. Provisions that by their nature are intended to survive termination including: (1) Section 12, Equipment; (2) Section 16, Project Records; (3) Section 17, Audit; (4) Section 19, Rights in Intellectual Property; and (5) Section 21, Hold Harmless; and

    b. Provisions that allocate risk, or limit or exclude a Party's liability, to the extent necessary to ensure that a Party's potential liability for acts and omissions that occur during the Term remain unchanged after this Agreement terminates.

31. **Controlling Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

32. **No Third-Party Rights.** 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.

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33. **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.

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

35. **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.

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Exhibit A: Project Scope of Work

Include complete description of project scope of work.

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Exhibit B: Project Timeline

Include project timeline.

SAMPLE

Exhibit C: Project Budget Detail

Include approved project budget detail.

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Exhibit D: Project Map

Include project map or indicate the Exhibit is not applicable to the agreement.

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Exhibit E: Equipment Depreciation Schedule

Include equipment depreciation schedule or indicate the Exhibit is not applicable to the agreement.

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Exhibit F: California Climate Investments (CCI) Addendum

Include the following text or indicate the CCI Addendum is not applicable to the project.

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.

2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.

3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.

4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.

5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the State. The reporting shall be submitted to the State no less frequently than quarterly. In addition, THE STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following the Statement:

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"Funding for this project provided by the California Department of Forestry and Fire Protection's Forest Health Program as part of the California Climate Investments Program."

A draft of the acknowledgement must be approved by the State prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following the Statement in public announcements or press releases on said projects:

"PROJECT NAME, is part of California Climate Investments, aStatewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least thirty-five percent (35%) of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."

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Exhibit G: GHG Emissions Workbook

Include the GHG Emissions Workbook or indicate the workbook is not applicable to the project.

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Exhibit H: Limited Waiver of Sovereign Immunity

Include the following text or indicate the Limited Waiver of Sovereign Immunity is not applicable to the project.

The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow CAL FIRE to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or enforce this Agreement. Grantee's limited waiver of sovereign immunity is applicable solely to claims by the State of California, through CAL FIRE and its departments, their successors and assigns. This limited waiver of sovereign immunity does not apply to claims by any other person, corporation, partnership, governmental body, or other entity. Claims hereunder shall allow for the remedies of specific performance, injunctive relief, declaratory relief, and monetary damages. The Parties agree to meet and confer to seek to resolve any disputes arising under this Agreement before pursuing legal action against the Tribe.

Name	**Date**
Signature	**Title or Role**

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