

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)	GRANT AGREEMENT NUMBER:  FI\$CaI NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee"):	
2. The Grant Agreement Term is: From (Or upon execution of this Grant Agreement by both parties, whichever is later) through	
3. The maximum amount of this Grant Agreement is: \$	
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	
Exhibit A, Scope of Work	Pages
Attachment 1: Authorized Signatory Form	Pages
Attachment 2: Work Plan	Pages
Attachment 3: Final Report	Pages
Exhibit B, Budget Detail and Payment Provisions	Pages
Attachment 4: Budget Detail Worksheet	Pages
Attachment 5: Invoice	Pages
Attachment 6: Invoice Dispute Notification Template	Pages
Exhibit C, General Terms and Conditions	Pages
Exhibit D, Special Terms and Conditions	Pages
Exhibit E, Award Letter	Pages
Exhibit F, Guidelines	Pages
IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.	
GRANTEE	
GRANTEE'S NAME	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant

[Grantee Name]  
[Grant Number]  
Grant Agreement

<i>Exhibit A, Scope of Work</i>	1
1. Transformative Climate Communities Planning Grant Program Background	1
2. The Project is Defined by the Application and Award Letter	1
3. Authorized Signatories	1
4. Project Representatives	2
5. Grantee Responsibilities	2
6. Document Submission	3
7. Reporting Requirements	3
<i>Attachment 1: Authorized Signatory Form</i>	4
<i>Attachment 2: Work Plan</i>	5
<i>Attachment 3: Final Report</i>	6
<i>Exhibit B, Budget Detail and Payment Provisions</i>	8
1. Payment	8
2. How to Submit Invoices	8
3. Invoice Dispute	9
4. Budget Contingency Clause	9
5. Cost Principles	9
6. Travel Reimbursement	9
7. Work Plan and Budget Modifications	10
8. Amendments	10
<i>Attachment 4, Budget Detail Worksheet</i>	12
<i>Attachment 5, Invoice</i>	13
<i>Attachment 6, Invoice Dispute Notification</i>	15
<i>Exhibit C, General Terms and Conditions</i>	16
1. Approval	16
2. Amendment	16
3. Assignment	16
4. Records Retention	16
5. Audit	16
6. Indemnification	17
7. Disputes	17
8. Independent Grantee	17
9. Non-Discrimination Clause	17
10. Timeliness	18
11. Governing Law	18
12. Unenforceable Provision	18
<i>Exhibit D, Special Terms and Conditions</i>	19
1. Compliance with Laws and Regulations	19
2. Subcontractors	19
3. No Third-Party Beneficiaries	19
4. Project Monitoring and Oversight	19
5. Dispute Resolution	19
6. Termination	21
7. Waiver of Rights	21
8. Insurance Requirements	21
9. Stop Work	22
10. Publicity	22
11. Drug-Free Workplace Certification	23
12. Americans with Disabilities Act	23
13. Air/Water Pollution Violation Certification	23
14. Payee Data Record Form - STD 204	23
<i>Exhibit E, Award Letter</i>	24
<i>Exhibit F, Guidelines</i>	25

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant

[Grantee Name]  
[Grant Number]  
Grant Agreement

Exhibit A, Scope of Work

1. Transformative Climate Communities Planning Grant Program Background

The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants or other California Climate Investment programs. Planning activities focus on responding to planning issues or priorities that directly benefit vulnerable communities and that are defined either within an existing regional or local plan or further the development of an area to be eligible to apply for a future TCC implementation Grant.

The authorization for this Grant Agreement is the Transformative Climate Communities Program ("TCC Program") statute (Public Resources Code, Sections 75240 – 75243). The TCC Program is administered by the SGC and implemented by the Department of Conservation (Department).

The Department and Grantee are collectively referred to as "Parties." "Co-applicants" identified in the TCC application are referred to as "Partners," but are not parties to this Grant Agreement.

2. The Project is Defined by the Application and Award Letter

The Department released the final guidelines on July 31, 2018 ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee applied and on December 20, 2018 the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement.

All work must be completed within one year of executing the grant agreement.

3. Authorized Signatories

The Department Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant

[Grantee Name]  
[Grant Number]  
Grant Agreement

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

\* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission ([Exhibit A, Section 6](#)).

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

The Department will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).
- C. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant

[Grantee Name]  
[Grant Number]  
Grant Agreement

- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

6. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation  
Division of Land Resource Protection  
Attn: [Grant Manager]  
801 K Street, 14th Floor, MS 14-15  
Sacramento, CA 95814

7. Reporting Requirements

- A. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:
  - i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
  - ii. Use the Final Report Template, which is attached as [Attachment 3](#).
  - iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
  - iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the 10% retention should be paid for completing the project.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

---

Grantee Authorized Signatory:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Delegated Authorized Signatories:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Document(s) Authorized to sign:

- All Grant Related Documents or  Grant Agreement
  - Grant Amendments  Budget Amendments  Reports
  - Invoices  Other \_\_\_\_\_
- 

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Document(s) Authorized to sign:

- All Grant Related Documents or  Grant Agreement
- Grant Amendments  Budget Amendments  Reports
- Invoices  Other \_\_\_\_\_

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachment 2: Work Plan

Project Name:

[INSERT BRIEF PROJECT DESCRIPTION THAT LISTS PROJECT PARTNERS]

High Level Activities	Performance Measures [Any appropriate deliverables, metrics, milestones]	Timeline [Start and End Date]
TASK 1:		
Subtask A:		
Subtask B:		
Subtask C:		
TASK 2:		
Subtask A:		
Subtask B:		
Subtask C:		
TASK 3:		
Subtask A:		
Subtask B:		
Subtask C:		
TASK 4:		
Subtask A:		
Subtask B:		
Subtask C:		
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See <a href="#">Exhibit B, Sections 7</a> and <a href="#">8</a> .		

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachment 3: Final Report

Transformative Climate Communities Program Final Report	FY 18/19
Grantee:	Grant Number:
Project Name:	

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other TCC communities.
3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other TCC communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
  - a. How they will further your organization's sustainability goals and strategies.
  - b. How they will advance the State's planning priorities and TCC Program objectives.
  - c. How the work completed under this grant will assist in applying for future TCC Implementation Grants or other California Climate Investment programs. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.



SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Exhibit B, Budget Detail and Payment Provisions

**1. Payment**

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)). Work performed must be documented through the description of progress in the Invoice, or Performance Measures (deliverables, metrics, milestones) in accordance with the Work Plan ([Attachment 2](#)).
- C. The Department will withhold ten percent (10%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

**2. How to Submit Invoices**

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Grantee may submit one invoice each quarter.
- C. Grantee shall submit invoices no more frequently than quarterly, in arrears, to the Grant Manager. A request for payment shall consist of:
  - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
  - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
  - iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
- D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

**3. Invoice Dispute**

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

**4. Budget Contingency Clause**

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

**5. Cost Principles**

- A. All costs to be reimbursed must be consistent with the Guidelines ([Exhibit F](#)).
- B. All costs to be reimbursed must be reasonable.
- C. Only direct costs and indirect/overhead costs totaling no more than ten percent (10%) of the total grant award are eligible for reimbursement.
- D. The Department will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

**6. Travel Reimbursement**

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

- A. The Department will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines ([Exhibit F](#)).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

**7. Work Plan and Budget Modifications**

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date.
- B. Changes of up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice.
- C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing written notice with or before submission of an invoice.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#), including:
  - i. Changes of more than twenty percent (20%) between tasks
  - ii. Elimination or alteration of tasks or deliverables
  - iii. Change in Partners, see [Exhibit A, Section 1](#)

**8. Amendments**

- A. This section applies to any changes to this Grant Agreement, excluding the following:
  - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
  - ii. Changes to project representatives, see [Exhibit A, Section 4](#).
  - iii. Changes to the Work Plan and Budget Detail Worksheet, see [Exhibit A, Attachment 2](#), [Exhibit B, Attachment 4](#), and [Exhibit B, Section 7](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
  - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
  - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
  - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
  - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachment 4, Budget Detail Worksheet

Project Name:

High Level Activities	Budget Total
TASK 1:	
TASK 2:	
TASK 3:	
TASK 4:	
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See <a href="#">Exhibit B, Sections 7 and 8</a> .	

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachment 5, Invoice

[TO BE PRINTED ON GRANTEE LETTERHEAD]

TRANSFORMATIVE CLIMATE COMMUNITIES FY 18/19  
PLANNING GRANT INVOICE

Department of Conservation  
Division of Land Resource Protection  
Email required invoice documents to: TCC Grant Manager

Date: \_\_\_\_\_

	Invoice Number:	
Grantee Name:	Grant Number:	
Project Name:		
Invoice Period:	(Start Date)	(End Date)

Task	Grant Funds Spent
Task 1:	
Task 2:	
Task 3:	
Task 4:	
SUBTOTAL for this Quarter	
<i>Minus 10% Retention</i>	
TOTAL reimbursement requested this Quarter	

Cost Category	Total
Indirect/Overhead (not to exceed 10%)	
Personnel	
Subcontractors	
Supplies	
Other Direct Costs	
Travel	
Cumulative Total	

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Work Plan Task #	Description of Work Performed
	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:



SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Attachment 6, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- |  |  |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement                  |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date       |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion   | <input type="checkbox"/> Invoice submitted without using required templates        |
| <input type="checkbox"/> Insufficient supporting document for reimbursement          | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source      |
| <input type="checkbox"/> Other not listed above:                                     |  |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION	
IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:		
NAME	TELEPHONE NUMBER (include Area Code)	
RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's **records** to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any partnership agreement

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

C. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

Grantee and its subcontractors shall give written notice of their obligations under this

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

11. Governing Law

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

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of Partners and subcontractors and of persons either 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 Partners and subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.

- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
  - The Grant Agreement number
  - A complete description of the basis for the dispute
  - Legal authority or pertinent facts, supporting arguments and documentation
  - Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation  
Division of Land Resource Protection  
Attn: Division Director  
801 K Street, 14th Floor, MS 14-15  
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
  - The decision made
  - An explanation for the decision

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
  - i. **Workers'** Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
  - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
    - 7 or fewer passengers: \$1,000,000
    - 8-15 passengers: \$1,500,000

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

- 16+ passengers: \$5,000,000
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the SGC's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

*"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."*

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the SGC. All press releases must be approved by the SGC Communications Office prior to distribution, and the SGC must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, @CalSGC should be tagged on all posts related to activities under this Grant Agreement. Use of the hashtags #TCCPlanning and #CommunityLedTransformation is also encouraged.



SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

### 11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available counseling, rehabilitation, and employee assistance programs.
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
  - i. Receive a copy of the company's drug-free workplace policy statement.
  - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

### 12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

### 13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

### 14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Exhibit E, Award Letter

[Insert award letter here.]

SAMPLE TCC PLANNING GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY

State of California  
Department of Conservation  
TCC Planning Grant Program

[Grantee Name]  
[Grant Number]  
Grant Agreement

Exhibit F, Guidelines

[Insert Guidelines here.]