

# PART 2 | PROPOSED GRANT AGREEMENT

## DEPARTMENT OF PESTICIDE REGULATION 2016/2017 GRANT PROGRAM

### PEST MANAGEMENT ALLIANCE GRANT

Awarded By

THE DEPARTMENT OF PESTICIDE REGULATION, hereinafter "Department"

TO

{Name of Grantee}, hereinafter "Grantee"

Implementing "{Name of Project}," hereinafter "Project"

GRANT AGREEMENT NUMBER 16-PML-G00x

The Department of Pesticide Regulation awards this Grant and Grantee hereby accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** Food and Agricultural Code section 12536 authorizes the Department to grant funds for the Project.

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose is the {SHORT SUMMARY}.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed xxx,xxx dollars (\$xxx,xxx).

**TERM OF GRANT:** The term of the Grant shall begin on **September 1, 2016**, or upon approval of this agreement, and continue through Project completion unless otherwise terminated or amended as provided in the Grant. Absolutely no funds may be requested or invoiced after **May 1, 2019**.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

| Department of Pesticide Regulation |                                    | Grantee:   |                                       |
|------------------------------------|------------------------------------|------------|---------------------------------------|
| Name:                              | {name}<br>Grant Managers           | Name:      | {name}<br>Principal Investigator (PI) |
| Address:                           | 1001 I Street-MS-3A<br>PO Box 4015 | Address:   |                                       |
| City, Zip:                         | Sacramento, California 95812-4015  | City, Zip: |                                       |
| Phone:                             |                                    | Phone:     |                                       |
| Fax:                               |                                    | Fax:       |                                       |
| E-mail:                            |                                    | E-mail:    |                                       |

Direct all project inquiries to:

|   |                 |
|---|-----------------|
| <b>Department of Pesticide Regulation,<br/>Pest Management &amp; Licensing Branch</b> | <b>Grantee:</b> |
| Attention:  | Attention:      |
| Address:  | Address:        |
| City, Zip:  | City, Zip:      |
| Phone:  | Phone:          |
| Fax:  | Fax:            |
| E-mail:   | E-mail:         |

Direct all administrative and fiscal inquiries to:

|   |                 |
|---|-----------------|
| <b>Department of Pesticide Regulation,<br/>Pest Management &amp; Licensing Branch</b> | <b>Grantee:</b> |
| Attention:  | Attention:      |
| Address:  | Address:        |
| City, Zip:  | City, Zip:      |
| Phone:  | Phone:          |
| Fax:  | Fax:            |
| E-mail:   | E-mail:         |

Either party may change its Project Representative upon written notice to the other party.

**STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS AND CONDITIONS—2016/2017 GRANTS
- Exhibit D TRAVEL AND PER DIEM EXPENSES
- Exhibit E DEPARTMENT’S ORIGINAL SOLICITATION PACKAGE—Including the Administrative Procedures and Requirements, Attachments 1, 2, 3, 4, and 5.
- Exhibit F GRANTEE’S WRITTEN RESPONSE—{name of Grantee}, New Proposal Application—Pest Management Alliance Grant Program entitled “name of project,” dated {date}, 2016; xx pages.

**GRANTEE REPRESENTATIONS:** The Grantee accepts all terms, provisions, and conditions of this grant, including those stated in incorporated documents. The Grantee shall fulfill all assurances and commitments made in its application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of its request for grant funding. The Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

Executed by:

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

\_\_\_\_\_

Grantee

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

\_\_\_\_\_

Brian R. Leahy Director  
Department of Pesticide Regulation

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

\_\_\_\_\_

Office of Legal Affairs

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**EXHIBIT A—SCOPE OF WORK****A. COMPLIANCE REQUIREMENTS**

If landowner agreements are required, signed copies must be submitted to the Grant Managers and Administrators before work begins.

If permits are required, the permits must be obtained and signed copies submitted to the Grant Managers and Administrators before work begins.

**State Disclosure Requirements—**

Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Grant:

“The Department of Pesticide Regulation (DPR) provided partial or full funding for this project but does not necessarily agree with any opinion expressed, nor endorse any commercial product or trade name mentioned.”

Signage shall be posted in a prominent location at the project site (if applicable) and shall include the Department of Pesticide Regulation logo (available from the Grant Managers) and the following disclosure statement: “Funding for this project has been provided in full or in part through a grant awarded by the Department of Pesticide Regulation.”

All deliverables intended for disclosure to third parties or the public must be approved by DPR before final release to ensure the project or portions of the project are within the scope of work described in this agreement and do not promote or disparage any brand or trade name. DPR’s review and approval of deliverables will not hinder the academic freedom of the research team regarding data, methodology, or conclusions reached within the parameters of the project described in this agreement. Evaluation of DPR’s regulatory program is outside the scope of this project and will not be funded.

**B. WORK TO BE PERFORMED BY GRANTEE****1. OVERVIEW****2. SCOPE OF WORK****3. TASK LIST AND TIMELINE****4. ALLIANCE TEAM**

**EXHIBIT B—INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS****A. INVOICING**

Invoices shall be submitted using the invoice template provided by the Department. The invoice template will be customized based on the approved line items specified in the Budget. The original invoice shall be submitted to the Department's Grant Managers on a quarterly basis for the duration of this grant. The final invoice shall be received no later than **May 1, 2019**. Such invoicing shall be consistent with the reporting schedule in Exhibit A, Scope of Work.

| ADDRESS FOR SUBMITTAL VIA U.S. MAIL   | ADDRESS FOR SUBMITTAL VIA OVERNIGHT COURIER   |
|---|---|
| NAMES, Grant Managers<br>Pest Management and Licensing Branch<br>Department of Pesticide Regulation<br>1001 I Street, Third Floor—MS—3A<br>P.O. Box 4015<br>Sacramento, California 95812-4015 | NAMES, Grant Managers<br>Pest Management and Licensing Branch<br>Department of Pesticide Regulation<br>1001 I Street, Third Floor—MS—3A<br>Sacramento, California 95814 |

Invoices submitted in any other format than the one provided by the Department will cause an invoice to be disputed. In the event of an invoice dispute, the Department's Grant Administrator will notify the Grantee by initiating an Invoice Dispute Notification form (see [Attachment 4](#))<sup>8</sup>. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in delay of receipt and processing of the submitted invoice. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The Department's Grant Managers along with the Grant Administrator has the responsibility for approving invoices.

The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by, or is due and payable by the Grantee. Invoice payment shall be made only after receipt of a complete, properly documented, and accurately addressed invoice.

Notwithstanding any other provision of this Grant, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

Notwithstanding any other provision of this Grant, the Grantee agrees that the Department shall retain an amount equal to ten percent (10%) from the payment for each invoice until completion of the Project (i.e., when the Grantee has complied with all terms, conditions, and performance requirements of this Agreement as set forth in the Scope of Work, marked as Exhibit A). Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

The invoice shall contain the information as set forth in [Attachment 3](#),<sup>9</sup> Alliance Grant Invoice Example.

The Final invoice shall be clearly marked FINAL INVOICE and received no later than May 1, 2019.

Additionally, the Grantee shall promptly notify the Department in writing of completion of work on the Project to assure payment of the ten percent (10%) retention withheld from the Grantee's funding (invoiced separately). Absolutely no funds may be requested or invoiced after May 1, 2019, whatsoever. Any invoice(s) submitted on or after May 2, 2019, will be considered null and void and have no legal effect. All invoices shall be signed under penalty of perjury.

<sup>8</sup> <http://www.cdpr.ca.gov/docs/pestmgmt/grants/alliance/solicitation/attach4.pdf>

<sup>9</sup> <http://www.cdpr.ca.gov/docs/pestmgmt/grants/alliance/solicitation/attach3.pdf>

**B. BUDGET CONTINGENCY CLAUSE**

The maximum amount to be encumbered under this Grant for the 2016/2017 fiscal year ending June 30, 2016, shall not exceed \$xxx,xxx (xxx,xxx dollars).

If the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no force or effect. This provision shall be construed as a condition precedent to the obligation of the Department to make any payments under this Grant. In this event, the Department shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant and the Grantee shall not be obligated to perform any provisions of this Grant. Nothing in this Grant shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

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 with no liability occurring to the Department, or offer a Grant amendment to Grantee to reflect the reduced amount.

**C. BUDGET**

Attached and made a part of this agreement is the budget sheet(s) submitted by the Grantee, named "TITLE."

1. Line Item Budget
2. Task Budget
3. Budget Narrative

**D. BUDGET LINE ITEM FLEXIBILITY**

**Procedure to Request an Adjustment.** The Grantee may request adjustments to the budget, provided the summation of all adjustments totals ten percent (10%) or less of the total project budget. Requests from the Grantee must be submitted in writing to the Grant Managers and Grant Administrator and include a copy of the most current approved Line Item Budget form (Worksheet 3 of [Scope and Budget Form<sup>10</sup>](#)) with proposed changes highlighted by striking the current amount(s) and boldfacing proposed revision(s). Adjustments are limited to the approved budget line items (i.e., Personnel Services, Operating Expenses, Travel, Contracts, Equipment, Academic Remissions, and Overhead). Deleting or adding a budget line item is not permissible under this provision. Requested adjustments shall not increase or decrease the total grant amount. Requests must also include a description of how requested adjustments will affect each line item and the implementation of the project. The Grantee must not proceed with an adjusted budget unless and until it is approved in writing by the Grant Managers. The Department may also propose adjustments to the budget if deemed necessary.

**The Department withholds ten percent (10%) from each invoice.** These withheld funds are eligible for release to the Grantee only after the Grant Managers and Grant Administrator confirm that the Grantee has complied with all terms, conditions, and performance requirements of this Agreement, as set forth in the Scope of Work; the final report is received and approved; and the final expenditure report is approved. The Grantee shall request release of the ten percent (10%) withheld on a separate invoice, checking box 14, "Request the Release of 10% retention".

**Remaining Balance.** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant, any remaining funds revert to the Department. The Department will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance is being disencumbered and unavailable for further use under the Grant.

<sup>10</sup> <http://www.cdpr.ca.gov/docs/pestmgmt/grants/alliance/solicitation/attach1.xlsx>

**Procedure to Request an Amendment.** The Grantee may request amendments to the budget, if the summation of all amendments totals more than ten percent (10%) of the total project budget. Requests from the Grantee must be submitted in writing to the Grant Manager and include a copy of the most current approved Line Item Budget form with proposed changes highlighted by striking the current amount(s) and boldfacing proposed revision(s). Amendments are limited to budget changes corresponding to the approved budget line items (i.e., Personnel Services, Operating Expenses, Travel, Contracts, Equipment, Academic Remissions, and Overhead) and may include changes to the Scope of Work or timeline. Requested amendments must not increase or decrease the total grant amount or extend the term of the agreement. Requests must also include a description of how requested amendments will affect each line item and the implementation of the project. The Grantee must not proceed with an amended budget unless and until it is approved in writing by the Grant Manager, and if deemed necessary by the Grant Manager, the amendment must be executed by the signatories for both the Department and the Grantee and made a part of the agreement as an amendment.

**E. AUDIT DISALLOWANCES**

The Grantee agrees it shall return any audit disallowances to the Department. (See Audit clause below.)

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**EXHIBIT C—GENERAL CONDITIONS, 2016/2017 GRANT**

*NOTE: [Terms and Conditions for the University of California \(UC\)](#) contain certain variations, edits, and deletions due to the structure and function of the UC system. For information about Terms and Conditions, please contact Marta Barlow, Senior Staff Attorney at (916) 445-3640, or [marta.barlow@cdpr.ca.gov](mailto:marta.barlow@cdpr.ca.gov).*

**AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required.

**APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the Department. Such authorization will be transmitted via U.S. Certified Return Receipt Mail, Federal Express Overnight delivery, or equivalent.

**ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Managers. The Department contemplated awarding this Grant in part by ascertaining the expertise of the person(s) or entity(ies) awarded this grant; hence, assignment of the Grantee's research shall not be allowed without such written consent by the Grant Managers.

**AUDIT:** The Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any financial records and supporting documentation pertaining to the performance of this Grant. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the Department to audit records and interview staff in any context related to performance of this Grant.

**BRAND OR TRADE NAME USAGE:** The Grantee agrees not to use any brand or trade name on any printed material, unless and until the grantee receives written approval to do so by the Department. A brand is a name, term, design, symbol, or any other feature that identifies one seller's product distinct from those of other sellers.

**COMPLIANCE WITH LAWS AND REGULATIONS:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements.

**COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

**CONTRACT:** Written agreements between the Grantee and those providing a Professional and/or Consultant Service when necessary to complete the Grant project. All contracts, Memoranda of Understanding (MOU), Purchase Orders (PO), and Service Orders (SO) must include the following elements: (1) term dates, (2) maximum amount of dollars, (3) Scope of Work, (4) budget, and (5) signatures of both parties. The following must be submitted to DPR:

- Copy of executed contract, MOU, POs and SOs.
- Billing statements, invoices, and receipts.

**DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate Department data systems.

**DEPARTMENT ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Grant by the Grantee, whether such breach occurs before or after completion of the Project. Exercise of any remedy provided by this Grant by the Department shall not preclude the Department from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties arising from this Grant, it is agreed that both parties shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

**DEPARTMENT REVIEWS AND INDEMNIFICATION<sup>11</sup>:** The parties agree that review or approval of Project applications, documents, permits, plans, and specifications, or other Project information by the Department is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend, and hold harmless the Department and the State against any loss or liability arising out of any claim or action brought against the Department and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Grant or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law, rule or regulation, or the release of any toxic substance; or (4) any untrue statements or omission, alleged untrue statements or omissions, or misleading statements or omissions, made at any time by the Grantee related in any way to this Grant. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the Department and/or the State with respect to any such claim or action, and any settlement, compromise, or other voluntary resolution. The provisions of this section shall survive the term of this Grant.

**DISPUTES:** The Grantee shall continue with the responsibilities under this Grant during any dispute. Any dispute arising under this Grant which is not otherwise disposed of by agreement shall be decided by the Chief Deputy Director of the Department, or his authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the Department's Director. The decision of the Chief Deputy Director shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the Director. The decision of the Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Grant. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Department, or any official or representative thereof, on any question of law.

**FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or

<sup>11</sup> The language for this clause is modified for the University of California (UC)

this Grant. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

**GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

**GRANT MODIFICATIONS:** The Department may, at any time, by written "grant modification," make any change to Exhibit A, Scope of Work, including changes in the specifications or in the method, manner, or time of performance of work. Department modification requests shall not include material changes to the Grantee's researchers' scientific or technical method or manner. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification," submit to the Department a written statement setting forth the disagreement with the change. After reviewing the proposed modification and the Grantee's written disagreement, the Chief Deputy Director, or his or her designee, shall be the final arbiter of the disagreement. In no case shall the Department materially alter the scope of work set forth in Exhibit A.

**INCOME RESTRICTIONS:** The Grantee agrees that any revenues, refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

**INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Grant, shall act in an independent capacity and not as officers, employees or agents of the Department.

**INSPECTION:** Throughout the life of the Project, the Department shall have the right to inspect the facility(ies) (e.g., fields, orchards, offices, laboratories) to ascertain compliance with this Grant. The Grantee acknowledges that the Project records and location(s) are public records.

**INSURANCE:** Any non-UC contractors and subcontractors shall, throughout the life of the Project, provide and maintain auto insurance with the limits set at a minimum of \$100,000/\$300,000/\$100,000, property damage and liability. This insurance shall be issued by a company or companies admitted to transact business in the State of California. It is noted that the University of California system is self-insured; hence, the Grantee will provide the Grant Managers or the Grant Administrator its letter from the Department of General Services, Office of Risk and Insurance Management showing the Grantee's self-insured status before beginning work on the project.

**MEDIA EVENTS:** The Grantee shall notify the Department's Grant Managers in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of this Grant and provide the opportunity for attendance and participation by Department's representatives.

**NONDISCRIMINATION:** During the performance of the scope of work listed in this Grant, the Grantee and its employees/agents/contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its employees/agents/contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

**NO THIRD-PARTY RIGHTS:** The parties to this Grant do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant, or of any duty, covenant, obligation or undertaking established herein.

**NOTICE:** The Grantee shall promptly notify the Department's Grant Managers in writing of events or proposed changes that could affect the scope or budget of the project proposed under this Grant. The Grantee agrees that no material change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Department, and the Department has given written approval for such change. "Material" is defined as "More or less necessary; having influence or effect; going to the merits."

**PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Grant, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the scope of work covered by this Grant shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Grant, or as are specifically authorized by the Department's Grant Managers during the performance of the scope of work detailed in this Grant. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the Department's Grant Managers. Any waiver of rights with respect to a default or other matter arising under the Grant at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the Department provided for in this Grant are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual or organization on U.S. EPA's List of Violating Facilities. (40 C.F.R. § 31.35, Gov. Code, § 4477, <http://www.epls.gov/>.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or the Grantee;
- Have not, within a three-year period preceding the execution of this Grant, been convicted of or had a civil judgment rendered against them for: fraud or other offense in connection with a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed above.

**PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

**RECORDS:** The Grantee agrees to maintain Project accounts in accordance with generally accepted accounting principles. The Grantee further agrees to:

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;

- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

**RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant to pay costs associated with any litigation the Grantee pursues against the Department.

**RIGHTS IN DATA:** The Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgment of credit to the Department for financial support. The Grantee shall not utilize the materials submitted to the Department (except data) for any profit-making venture or sell or grant rights to a third party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**TERMINATION:** This Grant may be terminated by written notice at any time before completion of the Project, at the option of the Department, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant within a reasonable time as established by the Department. Absent a showing of bad faith on the part of the Grantee, the Department shall reimburse the Grantee for all costs incurred up to the date of termination, including all un-cancellable obligations. Both parties reserve the right to terminate this Grant for any reason subject to thirty (30) days written notice to the other. Department shall reimburse the Grantee for all costs incurred up to the date of termination, including all un-cancellable obligations.

**TIMELINESS:** Time is of the essence in this Grant. The Grantee shall proceed with and complete the Project in an expeditious manner.

**TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set forth in Exhibit D. (Note: travel rates are set by Department of Personnel Administration and subject to change. See <http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>) No travel outside the State of California shall be permitted, whatsoever.

**UNENFORCEABLE PROVISION:** In the event that any provision of this Grant is held to be unenforceable, then the parties agree that all other provisions of this Grant shall continue to have full force and effect.

**VENUE:** The Department and the Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California, or in the United States District Court, Eastern District of California. The Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

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**EXHIBIT D—TRAVEL AND PER DIEM EXPENSES**

University of California: Any reimbursement for necessary travel and per diem shall be at University of California (UC) rates per State Contracting Manual (SCM) Section 3.18. No travel whatsoever outside the State of California shall be permitted.

For all except UC, the following shall apply:

**SHORT-TERM PER DIEM EXPENSES**

In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, that is at least 50 miles from the main office, headquarters or primary residence, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

On the first day of travel on a trip of 24 hours or more:

|                                  |  |
|----------------------------------|--|
| Trip begins at or before 6 a.m.  | Breakfast may be claimed on the first day. |
| Trip begins at or before 11 a.m. | Lunch may be claimed on the first day.     |
| Trip begins at or before 5 p.m.  | Dinner may be claimed on the first day.    |

On the fractional day of travel at the end of a trip of more than 24 hours:

|                              |                           |
|------------------------------|---------------------------|
| Trip ends at or after 8 a.m. | Breakfast may be claimed. |
| Trip ends at or after 2 p.m. | Lunch may be claimed.     |
| Trip ends at or after 7 p.m. | Dinner may be claimed.    |

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

Reimbursement shall be for actual expenses, subject to the following maximum rates:

**MEALS**

|             |      |   |
|-------------|------|---|
| Breakfast   | \$7  | Receipts are not required for regular short-term travel meals |
| Lunch       | \$11 |   |
| Dinner      | \$23 |   |
| Incidentals | \$5  |   |

**LODGING**

|   |                            |
|---|----------------------------|
| Statewide (excluding the counties of Alameda, Los Angeles, Monterey, Napa, Orange, Riverside, Sacramento, San Diego, San Francisco, San Mateo, Santa Clara, and Ventura, Edwards AFB and the City of Santa Monica; see below) | Actual up to \$90 plus tax |
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When required to conduct State business and obtain lodging in the counties of Napa, Riverside, or Sacramento, reimbursement will be for actual receipted lodging to a maximum of \$95, plus tax.

When required to conduct State business and obtain lodging in the counties of Los Angeles, Orange, Ventura or Edwards AFB, excluding the City of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$120, plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, Monterey, San Diego, San Mateo, or Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$125, plus tax.

When required to conduct State business and obtain lodging in San Francisco County or the City of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$150, plus tax.

If lodging receipts are not submitted, reimbursement will be for meals *only* at the rates and time frames set forth below.

In circumstances where the contractor cannot obtain the state per diem lodging rate, verification from the hotel that such a rate was not available to the contractor may be submitted to substantiate lodging costs above the per diem rate.

No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from the main office, headquarters or primary residence.

In computing reimbursement for continuous travel of less than 24 hours actual expenses up to the maximum rates will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

Travel begins at or before 6 a.m. and ends at or after 9 a.m.; breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m.; dinner may be claimed.

If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed.

No lunch or incidentals may be reimbursed on travel of less than 24 hours.

Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

#### **MILEAGE REIMBURSEMENT**

Reimbursement for personal vehicle mileage is \$0.575 cents per mile.

#### **VEHICLE RENTAL**

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. (Cal. Code Regs., tit. 2, §§ 599.627, 599.628.)

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