

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0515-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LASSEN FAIR

2. The Agreement Term is: September 15, 2021 through March 15, 2022

3. The maximum amount of this Agreement is: \$66,521.78

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF LASSEN FAIR

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

195 Russell Avenue, Susanville, CA 96130

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

PRIME AWARD INFORMATION

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The PSPS Mitigation Project will allow improvements for the fair to provide adequate facilities for people and animals in the event of an emergency. Mitigation efforts will be placed on the Administration Building, Commercial Building, and the Eastern Restroom Complex by adding Automatic Transfer Switches and Docking Stations.

Project Title: Public Safety Power Shutoff (PSPS) Mitigation Project

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Sofia Goss	Name: Kaitlyn Downing
Division/Branch: Marketing / Fairs & Expositions	Organization: COUNTY OF LASSEN FAIR
Address: 1220 N Street	Address: 195 Russell Avenue
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Susanville, CA 96130
Phone: 916-900-5135	Phone: 530-251-8900
Email Address: sofia.goss@cdfa.ca.gov	Email Address: kdowning@co.lassen.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Gregory Ferrero	Name:
Division/Branch: Marketing / Fairs & Expositions	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-900-5027	Phone:
Email Address: gregory.ferrero@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (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 Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the contract.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

29. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



CalOES Fiscal Year 2019 Public Safety Power Shutoff (PSPS)
Resiliency Allocation
Scope of Work

Organization Name: County of Lassen Fair

Project Title: PSPS Mitigation Project

Grant Amount: \$66,521.78

I. Background/Purpose/Goal:

On March 16, 2020, the Governor's Office of Emergency Services (CalOES) approved and awarded the PSPS Resiliency Allocation (PSPS Allocation) in the amount of five million dollars (\$5,000,000) to the California Department of Food & Agriculture (CDFA).

The purpose of the PSPS Allocation is to equip fairgrounds within the Network of California Fairs with necessary backup power resources, or PSPS-related equipment, should the fairgrounds be used as an emergency/evacuation site or a PSPS event. Key backup power resources for each fairgrounds site may include automatic transfer switches (ATS), docking stations, and either permanent or portable generators to supply backup power.

CDFA's goal for the PSPS Allocation projects is to equip up to 50 fairgrounds with PSPS mitigation resources and/or upgrades. To achieve the goal of servicing as many fairgrounds as safely and economically as possible with the PSPS Allocation, CDFA's Fairs & Expositions Branch (F&E) contracted with California Construction Authority (CCA) to conduct a five (5) fairground Pilot Program. The Pilot Program provided a more accurate budget and timeline that can be applied to all fairgrounds and assist as a framework for allocating the remaining PSPS Allocation funds. The fairgrounds selected to receive PSPS funds were determined based on the number of utilizations during emergency events.

II. Interested Parties:

CalOES is a state agency dedicated to California's emergency management system. CalOES's responsibilities include response to natural disasters, public health emergencies, and threats to homeland security. CalOES will collect two reports on the expenditures of the PSPS Allocation funds within the period of performance.

California Fairs Financing Authority (CFFA), dba CCA – has construction professionals who understand the fair business and provide design development, construction development, bidding services, and construction-related services. CCA will perform the design, construction development, bidding, and construction phases of the project. CDFA is the recipient of the PSPS Allocation. F&E who provides fiscal and policy oversight to the Network of California Fairs will be ensuring the best use for the available funding and other services.

The fairground has been selected to receive PSPS Allocation funds. The funds will be utilized for the project work activities detailed below. The fair shall review, approve, and

sign the Reimbursement Request Form templates prepared by the Project Manager prior to submitting the form to CDFA for reimbursement.

III. Objective and Description of Project Work Activities:

A detailed description of the project work is listed below by building:

- **Administration Building –**
The Administration Building is the central hub of activity for day-to-day management of the Lassen County Fair. The building is fed 125 amp (A) electrical service through a 125A Metered Main on the backside of the building. There is a disconnect with multiple taps that need to be removed and replaced with a new 100A subpanel and breakers. The building currently has no backup power capabilities and other facility infrastructure is in good condition.
 - Installation of a new 200 amp (A) ATS and docking station on the back wall of the Administration Building adjacent to the metered main.
 - Integration of the ATS into the docking station and existing electrical service for the building using appropriate wire, conduit, and connections.
- **Commercial Building and Eastern Restroom Complex –**
The Commercial Building is a 3,000 sq. ft. medium-sized exhibit hall well suited for sheltering. The building is provided 200A service from an existing switchboard located in the grass to the East. This same switchboard provides electricity to an exterior restroom complex located East of the Grandstands. The restroom complex is provided 100A service from the switchboard.
 - Installation of an 100 ATS to support the restroom complex and a 200A ATS to support the Commercial Building. Install a 400A docking station. The two transfer switches should be integrated with the Docking Station and the existing electrical service with appropriate wire, conduit, and connections.

IV. Deliverables:

A project Verification Report shall be provided to the CDFA Grant Manager upon successful completion of the project, in accordance to the approved agreement. The Verification Report shall be signed by the fair and Project Manager prior to submitting the Verification Report.

V. Performance Monitoring and Evaluation Plan:

Throughout the course of the PSPS Allocation project, the fair, CCA, and F&E will participate in meetings to discuss the project's progress. The meetings may be held in the form of phone, email, video conference, or in person.

VI. Attachments

The following attachments are incorporated in the Scope of Work (SOW):

Attachment 1 – Project Timeline

Attachment 2 – Project Budget

Attachment 3 – Procedures Manual



**CalOES Fiscal Year 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation
Project Timeline**

Organization Name: County of Lassen Fair	Grant Amount: \$66,521.78
Project Title: PSPS Mitigation Project	Date Prepared: 8/18/2021
Address: 195 Russell Avenue Susanville, CA 96130	Phone: (530) 251-8900
Email: KDowning@co.lassen.ca.us	PCME Name: California Construction Authority (CCA)

Instructions: List all tasks used to complete project implementation. Clearly and concisely describe the activities required to accomplish the goals/objectives proposed in the Scope of Work and Budget. Identify who will perform each task/activity, including project partners, contractors/consultants, etc. Provide a timeline in chronological order for all proposed tasks with estimated start and end dates for each task, beginning with the Design Development process through the project Close-Out. Please note: Projects awarded must be fully completed no later than October 2022. As needed, add rows to the table below, not exceeding four pages. Do not change the format of this document. Public Construction Management Entity (PCME) is responsible for informing the California Department of Food and Agriculture (CDFA) Agreement Manager when reaching a milestone/completing an activity.

Task#	Description/Activity	Performed By (Title)	Start Date (Month/Date/Year)	End Date (Month/Date/Year)
1	Engage design professionals to develop plans and specifications - Approve Scope of Work - Design Drawings and Details - Specifications - Materials Selection 3rd Party plan check and review (if required) - Constructibility Review - Code Compliance Review - Other Agency Review	California Construction Authority (CCA) and Contractor (TBD) CCA and Contractor (TBD)	September 15, 2021	November 30, 2021
2	Bidding Process - Bid Management - Project Solicitation - Pre-bid Meetings/Job Walk - RFC/Addendum Process - Contractor Evaluation - Award Recommendation	California Construction Authority (CCA) and Contractor (TBD)	December 1, 2021	March 15, 2022
3	Contract Management - Project Agreement - Schedule Management - Administrative Services	California Construction Authority (CCA)		
4	Construction - Inspections/Project Management - Construction Oversight - Schedule Management	California Construction Authority (CCA) and Contractor (TBD)		
5	Project Close-Out	California Construction Authority (CCA)		



**Public Safety Power Shutoff Resiliency Allocation
Project Budget**

Organization Name: County of Lassen Fair

Project Title: PSPS Mitigation Project

Grant Amount: \$66,521.78

Instructions: Complete each budget category by entering the amount of grant funds budgeted for each category and corresponding grant year.

Budget Categories	Fiscal Year	Total Grant Funds
TOTAL Budget (% of Total Grant Amount)	FY 21/22	
A. Design Development		
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00
2. Professional Services (4%)	\$1,723.04	\$1,723.04
3. Design Development Contingency (1%)	\$430.76	\$430.76
4. Project Management (3.5%)	\$1,507.66	\$1,507.66
	Design Development Subtotal	3,661.46
B. Construction Development		
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00
2. Professional Services (4%)	\$1,723.04	\$1,723.04
3. Agency Review Fees	\$0.00	\$0.00
4. CD Contingency (1%)	\$430.76	\$430.76
5. Project Management (6%)	\$2,584.56	\$2,584.56
	Construction Development Subtotal	4,738.36
C. Bidding Process		
1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00
2. Professional Services	\$5,000.00	\$5,000.00
3. Bidding Process Contingency	\$0.00	\$0.00
4. Project Management (2%)	\$861.52	\$861.52
	Bidding Process Subtotal	5,861.52
D. Construction		
1. Printing/Postage/Misc. Office Supplies	\$1,000.00	\$1,000.00
2. Professional Services	\$0.00	\$0.00
3. Materials/Supplies/Equipment	\$0.00	\$0.00
4. Construction Contract	\$43,076.00	\$43,076.00
5. Construction Project Contingency	\$4,307.60	\$4,307.60
6. Project Management (9%)	\$3,876.84	\$3,876.84
	Construction Subtotal	\$52,260.44
GRAND TOTAL (Sections A-D)		\$66,521.78

**California Office of Emergency Services (OES)
Public Safety Power Shutoff (PSPS) Mitigation Grant
PROCEDURES MANUAL**

OVERVIEW

Authority and Purpose

The California OES allocated general fund monies for the mitigation of PSPS events on California fairgrounds to keep state infrastructure and operations in a working condition when fairgrounds are without power during these events. OES authorized \$5 million to the California Department of Food and Agriculture (CDFA) Fairs and Expositions Branch for PSPS mitigation projects to the network of California fairgrounds. OES funding will provide the fairgrounds with an opportunity to upgrade their facilities to mitigate the impacts of a PSPS event for the public and the emergency personnel who utilize the fairgrounds during catastrophic incidents such as earthquakes, wildfires, and floods, and where cultural, diverse and inclusive events can be celebrated.

This Procedures Manual is designed to provide direction for the successful management of grant funds available for PSPS mitigation projects at California fairgrounds.

REQUIREMENTS AND GUIDELINES

Requirements

Authority and requirements of the OES PSPS Mitigation grant require CDFA to comply with the California Public Records Act, Government Code section 6250 et seq.; to procure goods and services in compliance with applicable state ordinances, rules, regulations, and policies; and to provide two separate reports on the expenditure of the funds, the second and last due no later than September 30, 2022.

GENERAL RESPONSIBILITIES

California Department of Food and Agriculture

The CDFA Grant Manager oversees the Agreement and is responsible for monitoring the Recipient Fair's compliance by providing ongoing assistance and consultation throughout the duration of the Agreement.

CDFA is responsible for processing reimbursement requests received by the Recipient Fair as expeditiously as possible.

CDFA will organize conference calls and/or Zoom meetings with the Recipient Fair's designated representative to discuss the progress of the project as necessary.

Recipient Fairs

Prior to Agreement execution, the Recipient Fair shall designate a Recipient Fair Representative, CEO or other staff, to serve as the Recipient Fair's point of contact and the person responsible for all items related to their fairgrounds' project.

The Recipient Fair Representative is responsible for project implementation as outlined in the Scope of Work (SOW) and agreed to by the fair. The Recipient Fair's Representative shall:

- 1) Utilize the services of the California Construction Authority (CCA) for the management of the construction phase of this project;

- 2) Enter into a separate agreement with the Project Manager for project management services;
- 3) Conduct an initial site walk or other consultation with the Project Manager prior to beginning construction;
- 4) Participate in all site visits and conference calls organized by the CDFA Grant Manager and Project Manager to discuss each project's progress;
- 5) Coordinate with the Project Manager to monitor the implementation of the project to ensure deliverables are achieved within the project term and shall report this progress in open session at each regularly scheduled meeting of the Board and be recorded in the Minutes;
- 6) Coordinate with the Project Manager to monitor all project costs and to maintain all the associated project documentation;
- 7) Manage invoicing via timely submittal of Reimbursement Requests and cost reconciliation information to the CDFA Grant Manager;
- 8) Immediately contact the CDFA Grant Manager and/or the Project Manager if there are any discrepancies to resolve the issue and ensure deliverables are achieved within the project term. The Recipient Fair shall interact only with the CDFA Grant Manager and/or the Project Manager regarding anything related to the project's progress and contractors/consultants. It is critical that the Recipient Fair's Representative inform the CDFA Grant Manager without delay, when issues or circumstances arise that may affect the timely and successful completion of the project.

Examples of critical issues include, but are not limited to:

- The inability to complete any portion of the project according to the approved project description and task schedule;
 - Discovery of additional facility improvement problems or latent defects associated with the project;
 - Financial issues that will result in an overage in the project costs; or
 - Other fairgrounds events that may conflict with the contractors/consultants and Project Manager's performance under the Agreement;
- 9) Not interfere with the contractor/consultant regarding construction work performed without consulting the Project Manager first;
 - 10) Ensure the Project Manager is aware and/or notified of all fairgrounds' events and unexpected issues or circumstances that may interfere with the contractors/consultants' activities; and
 - 11) Prepare and provide the CDFA Grant Manager a Final Verification Report at the conclusion of the project.

ALLOWABLE AND UNALLOWABLE COSTS

Allowable Costs

Allowable costs must be allocable, necessary and reasonable to the project. All funds must be accounted for and shall only be used for pre-authorized purposes.

Contact the CDFA Grant Manager to determine if cost is allowable.

Unallowable Costs

A cost is unallowable if it does not comply with the description of the project as provided in the Scope of Work or the terms of the Agreement. Unallowable costs will not be reimbursed.

Unallowable costs include, but not limited to:

- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges;
- Supplies and equipment costs not related to the granted facility improvement project;
- Vehicles, equipment and furniture;
- Cosmetic upgrades, such as new carpet and interior paint;
- Costs incurred outside of the agreement term;
- Project-specific tools and equipment with a useful life of less than two years;
- Expenses that exceed the identified allowances;
- Expenditures not identified in the approved Budget; and
- Expenditures subject to prior approval that were not approved in advance by the Grant Agreement Manager.

Scope of Work / Budget Revisions

SOW revisions are not allowable under this Agreement.

Prior approval is necessary for any budget revisions that may result in modifications to an approved Project Budget line item by ten percent (10%) or more. All budget revisions shall be submitted using the attached Line-Item Shift Request form with an accompanying revised budget. The revision shall be approved prior to incurring any associated expenditures.

Revisions to a single Project Budget line item that are under 10% do not require prior approval from the CDFA Grant Manager, as long as the revision does not result in a modification to the Scope of Work. However, a revised budget shall be submitted to the CDFA Grant Manager when the following reimbursement is requested.

PAYMENT PROCESS

Method of Payment

All funds will be allocated on a reimbursement basis based on the receipt of a complete reimbursement requests in the order received. In order to expedite the payment process, please be sure to have all documentation included in the reimbursement package and that all necessary signatures are present. Scanned and emailed copies will be accepted, but the fairground shall

keep the original hard copies on site and available for review and /or audit for three (3) years following the final payment of grant funds.

Reimbursement Payments

The Recipient Fair Representative shall review, approve and sign the Reimbursement Request Form (reimbursement form) templates prepared by the Project Manager. The Recipient Fair Representative shall submit the completed reimbursement form and supporting documentation to the CDFA Grant Manager for reimbursement of actual expenditures incurred on the implementation of their project. Recipient Fair Representatives must submit both the project management and contractor invoices to account for total fees charged to the grant. The Recipient Fair Representative shall immediately notify the Project Manager if there are any discrepancies on the reimbursement form prior to submitting the request to the CDFA Grant Manager.

Reimbursement forms and supporting documentation submitted to the CDFA Grant Manager will be reviewed for completeness and accuracy. The CDFA Grant Manager will promptly notify the Recipient Fair of any incompleteness or deficiencies. Once the incompleteness or deficiencies are corrected, the reimbursement form for payment shall be processed. CDFA reserves the right to reduce the amount reimbursed if costs are found to be unallowable.

Reimbursement Supporting Documentation

All reimbursement requests shall include a reimbursement form, receipts, invoices, Schedule of Values and other necessary source documentation to ensure expenditures invoiced support project implementation. All costs shall be itemized and clearly support implementation of eligible facility improvement projects for which the funding was granted. The supporting documentation shall be easily identifiable to a specific component or activity as described in the approved Budget.

Reimbursement requests shall be submitted upon completion of each phase of the project (e.g. Design Development, Construction Development, Bidding Process, Construction), in arrears. It is the Recipient Fair Representative's responsibility to submit the reimbursement request to the CDFA Grant Manager no more than thirty (30) calendar days after the end of the successful completion of the project.

Reporting Requirements

Each reimbursement request shall be accompanied by a Progress Report. The Progress Report shall consist of a brief written transmittal explaining the status of the project in relation to the tasks listed on the Project Timelines. The Progress Report shall list any project challenges experienced during the billing period for which reimbursement is being sought, as well as any project challenges anticipated for the upcoming billing period.

Each Progress Report shall be co-signed by the Recipient Fair Representative and the Project Manager prior to submitting the report to the CDFA Grant Manager.

Submit Invoices and Supporting Documentation To:

Scanned, legible copies of the signed reimbursement form can be emailed to the CDFA Grant Manager at sofia.goss@cdfa.ca.gov.

WITHHOLDS

Withhold Payment Notification

The CDFA Grant Manager shall issue a Withhold Payment Notification (Notification) to delay payment of a reimbursement if:

- There are discrepancies on the invoice;
- There are discrepancies in the backup documentation; or
- Issues that may materially affect the timely completion of the project occur.

The Notification shall describe the reason for withholding payment and what actions, if any, may be required. The payment shall be withheld until the issue is resolved.

Withhold Pending Closeout

To ensure that the project has been completed in accordance with the CDFA Grant Agreement, CDFA shall withhold five percent (5%) from the total grant award until the verification requirement is complete. Once the verification requirement is complete to CDFA's satisfaction, the CDFA Grant Manager approves the release of the remaining 5% of grant funds to the Recipient Fair. A Withhold Payment Notification will not be sent, and the 5% withhold may not be appealed.

PROJECT VERIFICATION

The purpose of the verification component is to verify proper completion of the project according to the approved Agreement. The verification process shall confirm/certify the following:

- The project was installed properly as indicated in the project design;
- The project is functioning as designed;
- The project is completed within the Agreement term; and
- Verify all permits and issue a certificate of occupancy (if needed).

Upon receiving notification from the Project Manager regarding the anticipated project completion, the Recipient Fair Representative and Project Manager must be present during the verification visit.

The Project Manager shall provide the CDFA Grant Manager with a Verification Report indicating the project results and other project related information as applicable. The Verification Report shall replace the Progress Report when submitting the last Reimbursement Request for final payment (5% of the total award). This final report shall be signed by the Project Manager and the Recipient Fair's Representative.

CLOSEOUT

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final progress report, and resolution of any performance or compliance issues. Before the Agreement is closed out, the CDFA Grant Manager shall review and approve the Verification Report and final Reimbursement Form and verify resolution of any prior project concerns. CDFA shall withhold 5% of the total Grant Agreement amount pending resolution of any issues. A closeout letter and final payment shall only be issued upon resolution of all outstanding issues.

Once Recipient Fair receives the final 5% funds withheld by CDFA, Recipient Fair will follow the same payment procedures as mentioned above for reimbursements.

Consistent with CDFA's oversight responsibilities for the Network of California Fairs, the State of California has the right to review project documents and conduct audits during project implementation and over the project life.

STATE AUDIT AND ACCOUNTING REQUIREMENTS

In addition to the grant program requirements, awarded projects may be subject to State Audit and Accounting Requirements listed below.

Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. If the project is selected for an audit, the Recipient Fair will be contacted in advance. The audit shall include all books, papers, accounts, documents, or other records deemed necessary as they relate to the project. All project expenditure documentation should be available for an audit.

Recipient Fair shall require the Project Manager's records to be available for audit annually and for three (3) years following the final payment of grant funds.

RECORDS RETENTION

Records shall be retained for a period of 3 years after final payment is made by CDFA or until any litigation related to the grant is resolved, whichever is later. All records must be made available to CDFA or its designees upon request.

Records to be retained include:

- Actual expenditure invoices of supplies and equipment charged to grant fund;
- Contractor/Consultant reimbursement claims for work (labor) performed on the project; and
- All other supporting financial documentation related to the Agreement.

ASSISTANCE

The CDFA Grant Manager is available throughout the duration of the Agreement term to answer questions regarding the requirements of the SOW, the Agreement and the Procedures Manual. Recipient Fairs should also reach out to the CDFA Grant Manager for assistance with grant management matters.

APPENDICES

Appendix A – Reimbursement Request Form

Appendix B – Project Progress Report Form

Appendix C – Line-Item Shift Request Form

Appendix D – Project Verification Form



**OES PSPS Mitigation Grant
Fairground PSPS Mitigation Projects
Reimbursement Request Form**

Grant Agreement Number:	Grant Award Amount: \$	
Project Name:	Invoice Date:	Invoice #:
Recipient Fair Name:	Billing Period: (Month/Year to Month/Year)	

Bill to: Fairs & Expositions Branch, CA Department of Food & Agriculture - 1220 N Street, Sacramento, CA 95814 C/O Sofia Goss

Total Approved Project Budget		Invoiced to Date	Amount Requested	Remaining Balance
A DESIGN DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00
B CONSTRUCTION DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00
C BIDDING PROCESS	\$0.00	\$0.00	\$0.00	\$0.00
D CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$0.00	\$0.00	\$0.00	\$0.00

5% WITHHOLD: \$0.00

Amount to be Paid: \$0.00

☐☐

FINAL REIMBURSEMENT

I certify that the amount requested is for actual and allowable expenditures incurred for CA Fairs facility improvement activities performed in accordance with the Agreement provisions.

PREPARER'S SIGNATURE	PHONE NUMBER	EMAIL ADDRESS	DATE
AUTHORIZED SIGNATURE (REQUIRED)	PHONE NUMBER	EMAIL ADDRESS	DATE

FOR STATE USE ONLY

\$					
AMOUNT	STATE FISCAL YEAR	REVIEWER'S INITIALS & DATE	ACCOUNT CODE	PROGRAM CODE	AGENCY USE CODE
	X				
CDFA AUTHORIZED APPROVER	CDFA AUTHORIZED SIGNATURE	DATE	SPEED CHART	ACTIVITY ID	PROJECT ID



**OES PSPS Mitigation Grant
Fairground PSPS Mitigation Projects
Project Progress Report**

Grant Agreement Number:	Grant Award Amount: \$
Project Name:	Date Prepared:
Recipient Fair Name:	Progress Report Number:
Address:	Phone:
Email:	Project Manager Name:
Billing Period: to	Pictures Attached: (Y/N)
Within Budget (Y/N):	On Time (Y/N):

Project Status/Work Performed During this Billing Period (If no progress, please explain):

Unexpected Issues, Delays or Circumstances (Such as weather, fire camp, etc.):

If No Expenditures Incurred, Please Explain:

Additional Comments:

Completed By (Project Manager):
Title:
Approved By (Recipient Fair Representative) :
Title:



**OES PSPS Mitigation Grant
Fairground PSPS Mitigation Projects
Line-Item Shift Request**

Grant Agreement Number:	Grant Award Amount: \$
Project Name:	Date Prepared:
Recipient Fair Name:	Preparer's Name:
Justification:	

Line Item Shift Budget Adjustment Table

Project Budget Categories		Current Project Budget (from approved Budget Narrative) (A)	Line-Item Shift Revision enter negative amount (-) enter positive amount (+) (B)	Revised Project Budget (A+B)
A DESIGN DEVELOPMENT				
	1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0.00
	2. Professional Services	\$0.00	\$0.00	\$0.00
	3. Design Development Contingency	\$0.00	\$0.00	\$0.00
	4. Project Management	\$0.00	\$0.00	\$0.00
B CONSTRUCTION DEVELOPMENT				
	1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0.00
	2. Professional Services	\$0.00	\$0.00	\$0.00
	3. Agency Review Fees	\$0.00	\$0.00	\$0.00
	4. CD Contingency	\$0.00	\$0.00	\$0.00
	5. Project Management	\$0.00	\$0.00	\$0.00
C BIDDING PROCESS				
	1. Printing/Postage/Misc. Office Supplies	\$0.00	\$0.00	\$0.00
	2. Professional Services	\$0.00	\$0.00	\$0.00
	3. Bidding Process Contingency	\$0.00	\$0.00	\$0.00
	4. Project Management	\$0.00	\$0.00	\$0.00
D CONSTRUCTION				
	1. Direct Costs	\$0.00	\$0.00	\$0.00
	2. Professional Services	\$0.00	\$0.00	\$0.00
	3. Materials/Supplies/Equipment	\$0.00	\$0.00	\$0.00
	4. Construction Contract	\$0.00	\$0.00	\$0.00
	5. Construction Project Contingency	\$0.00	\$0.00	\$0.00
	6. Project Management	\$0.00	\$0.00	\$0.00
TOTAL		\$0.00	\$0.00	\$0.00

(Must Net Zero) (Must Equal Award Amount)

Authorized Official

PREPARER'S SIGNATURE _____ PHONE NUMBER _____

AUTHORIZED SIGNATURE (REQUIRED) _____ DATE _____

FOR STATE USE ONLY

_____ Approved	LISR #1 _____ 0%	LISR #2 _____ 0%
_____ Not Approved	LISR #3 _____ 0%	LISR #4 _____ 0%

CDFA Authorized Signature: _____ Date: _____



**OES PSPS Mitigation Grant
Fairground PSPS Mitigation Projects
Project Verification Report**

Recipient Fair Name:

Project Name:

Grant Award Amount: \$

Give a brief summary of the organization, the objectives of the project, and how these objectives were accomplished.

Was the project successfully completed within budget and timeframe?

Is the project functioning as designed?

Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken.

List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.

List any relevant attachments to this report, including photographs, news articles, fliers, etc. Also, provide any additional comments.

I certify that this Verification Report is accurate and that this project is in compliance 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 the project.

Completed By (Project Manager):

Title:

Approved By (Recipient Fair Representative) :

Title: