



RESOURCES LEGACY FUND
CREATIVE SOLUTIONS. LASTING RESULTS.

Exhibit 1 - Draft Grant Agreement

November 15, 2018

Glenn Shephard, Director
Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1610

Re: Grant Award Letter and Grant Agreement for Right of Way Acquisitions and Appraisal
Grant #13288

Dear Mr. Shephard:

It is a pleasure to inform you that Resources Legacy Fund (RLF) has approved a grant in the amount of \$80,000 (Grant) payable to Ventura County Watershed Protection District (VCWPD). This Grant is to support acquisition of right of ways required to advance the Santa Ana bridge replacement project. These funds are awarded to your organization through RLF's Open Rivers Fund (ORF) program.

Unless approved in writing by RLF, VCWPD must adhere to the terms and conditions of the attached Grant Agreement (Agreement) and the final proposal submitted to RLF on October 30, 2018 (Proposal). If the terms of the Agreement differ from your Proposal, the Agreement will control. By signing the attached Agreement, VCWPD confirms that it agrees to all of the terms and conditions set forth in the Agreement.

If the payment or reporting schedules in the Agreement present any significant difficulties for you, please contact us as soon as possible. If the Agreement correctly sets forth your understanding of the terms and conditions of the Grant, please have an authorized officer of VCWPD sign, date, and complete the additional information required on the attached Agreement. The online signature system will automatically send the executed agreement to RLF, and you should also retain a copy for your files. Funds will not be released prior to the receipt of the signed Agreement.

Please direct programmatic questions and communications regarding this Grant to Julie Turrini, Director, Lands, Rivers, and Communities, at jturrini@resourceslegacyfund.org or (916) 442-5057, and any grant administration questions and communications regarding this Grant to Open Rivers Fund Program Coordinator Wendy Chenkovich at wchenkovich@resourceslegacyfund.org or (916) 442-5057. **In all correspondence with us, please refer to the above-referenced grant number.**

The RLF Board of Directors and I are pleased to assist you with this project and wish you success.

Sincerely,

Julie Turrini
Director of Lands, Rivers, and Communities

Organization:	Ventura County Watershed Protection District	RLF Program:	ORF
Project Name:	Right of Way Acquisitions and Appraisal	Grant Number:	13288
Grant Amount:	\$80,000		

GRANT AGREEMENT

This Grant Agreement (Agreement) is entered into as of the Effective Date (defined below) by and between Resources Legacy Fund (RLF) and Ventura County Watershed Protection District (Grantee). RLF and Grantee hereby agree as follows:

1. RLF makes this grant of \$80,000 (Grant) to Grantee to support Grantee's acquisition of right of ways required to advance the Santa Ana bridge replacement project as described in Grantee's final proposal submitted to RLF on October 30, 2018 (Proposal), and as described in this Agreement. If the terms of this Agreement differ from the Proposal, this Agreement will control.
2. Upon receipt of this Agreement signed by Grantee, Grant funds will be disbursed according to the schedule in Attachment 1, subject to the provisions of this Agreement. The term of the Grant is from the date Grantee signs this Agreement (Effective Date) to the due date of the Final Grant Report, as specified in Attachment 1. Grantee will use the Grant solely for the purposes described in this Agreement and the Proposal, and will return to RLF any funds not expended or committed for the purposes of the Grant within the Grant period. **Grantee understands that the Grant is not a gift and agrees that RLF is granting funds to Grantee to pursue the purposes outlined in this Agreement.**
3. Grantee will deliver written Grant report(s) to RLF according to the schedule in Attachment 1 (Grant Report(s)). Unless provided otherwise in Attachment 1, the Grant Report(s) shall contain a narrative report and a financial report. The narrative report should describe what the Grant has accomplished as of the date of the Grant Report. The financial report should detail the following: (a) all Grant fund expenditures during the applicable reporting period, and (b) an analysis of budget (as set forth in the Proposal) compared to actual spending, and a narrative explanation of any differences between the two. **Grantee must obtain pre-approval, and amendment of the Agreement, for any reallocation of the budget of 20 percent or more in any line item, or for creation of a new line item.**
4. RLF's funding of the Grant under this Agreement is contingent upon (a) RLF's review of Grantee's work in connection with the Grant, and its determination that satisfactory progress and performance of the expected purposes is occurring, (b) RLF's timely receipt and its review and approval of Grant Reports submitted by Grantee, and (c) Grantee's compliance with all terms and conditions of the Grant. If at any time RLF determines that Grant purposes are not met, that Grant purposes are unlikely to be met, or that Grantee fails to satisfy the reporting requirements in paragraph 3 above, or otherwise violates the terms of the Grant, RLF may terminate the Grant or may (a) reduce or discontinue Grant funding, (b) require no further spending of Grant funds already disbursed to Grantee, and/or (c) require the return of unspent Grant funds already disbursed to Grantee. If termination occurs prior to the scheduled end date of the Grant, Grantee shall, upon RLF's request, provide RLF a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of termination.

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5. Grantee shall notify RLF immediately of any anticipated or actual changes in Grantee's head of organization, regardless of title, and/or key personnel identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that changes in Grantee's head of organization, regardless of title, and/or key personnel may trigger RLF review and reassessment of Grantee's ability to meet the purposes of the Grant, and that, following such review, RLF may decide to impose additional terms, conditions, or other limitations on any unexpended Grant funds, including return of those funds.
6. Grantee may publicly attribute funding for the Grant to RLF, as follows. If Grantee makes any public announcement or publishes a written description of the Grant, including in the media or on the Internet, the Grant is to be described as having been "made through the Open Rivers Fund, a program of Resources Legacy Fund supported by The William and Flora Hewlett Foundation." Grantee shall also submit copies of all printed media coverage of or other printed public references to Grantee's work funded by this Agreement, and shall notify RLF of all other, related media coverage or public references.
7. Grantee agrees that RLF may include information on the Grant in periodic public reports, and may also refer to the Grant in a press release or other public communication without Grantee's prior approval.
8. The parties agree that a material condition of this Agreement is that Grantee makes the data, research, knowledge, and other information developed with the Grant funds freely available and without condition to RLF, consistent with the charitable purposes of the Grant.
9. [intentionally omitted]
10. Grantee will maintain financial books and records as required by the Internal Revenue Code and U.S. Department of Treasury Regulations and, if requested by RLF or its agent, will make such books and records available to RLF or its agent at a reasonable time and location for review and audit. Grantee will keep copies of all books and records for at least four years after the date that all of Grantee's obligations under this Agreement have been fulfilled.
11. Grantee shall not use any portion of the Grant funds for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.
12. Grantee shall not use any portion of the Grant funds in any attempt to influence legislation within the meaning of Internal Revenue Code sections 501(h), 4911, 4945(d)(1) or (e).
13. By entering into this Agreement, RLF is not designating the use of funds or directing any activities for the purpose of attempting to influence administrative or legislative action within the meaning of the California Political Reform Act (California Government Code section 81000, et seq.). In the event Grantee uses funds or other resources to

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influence legislative or administrative action, Grantee may incur reporting requirements under California law.

14. Grantee shall not use any of the Grant funds for any of the following purposes: to influence the outcome of any specific public election, or to conduct, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2); to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; to take any action that would, or reasonably could, jeopardize its tax-exempt status under Internal Revenue Code Section 501(c)(3); to provide a grant to an individual or organization which does not comply with the requirements of Internal Revenue Code sections 4945(d)(3) and (4); or, for any other purpose that is not charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).
15. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless RLF and its directors, officers, employees, and agents from and against any and all losses, expenses, costs, obligation, liabilities, claims, and damages, including interest, penalties, and reasonable attorneys' fees and costs (Liabilities), that RLF may incur as a result of (a) the negligence or willful misconduct of Grantee or its employees or agents in connection with activities supported by this Grant, or (b) Grantee's breach of, or failure to perform, any of the representations, warranties, or agreements contained in this Agreement; or (c) any and all components of Grantee's Santa Ana Bridge replacement project, including any Liabilities arising out of any right of ways acquired with funding provided by the Grant.
16. This Agreement represents the entire agreement of the parties with respect to the Grant, and supersedes any prior oral or written understanding or communication between the parties. This Agreement shall only be amended or modified in a writing signed by both parties, except that a no-cost extension, adjustment to payment schedule, or minor change to the project budget or scope of activities requested by Grantee may be approved unilaterally by RLF through a written or email communication to Grantee.
17. By signing this Agreement, Grantee agrees to its terms and conditions , and warrants and represents that its signatory whose signature appears below has been, and is on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on its behalf.
18. This Agreement is governed by the laws of the State of California, and the parties agree that enforcement of the Agreement, and resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

[Paragraph 19 and signatures are on following page.]

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19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic means, and/or an electronic "e-signature" may be used by an authorized representative of Grantee to bind it to this Agreement, and any such signature shall have the same legal effect as an original.

RESOURCES LEGACY FUND:

By: _____ Date: _____
Julie Turrini
Director
Lands, Rivers, and Communities

VENTURA COUNTY WATERSHED PROTECTION DISTRICT:

By: _____ Date: _____
(Signature)

Printed name: _____

Title: _____

EIN: _____

**Please provide
mailing address
for payments.**

Organization: _____

Address: _____

City/State/Zip Code: _____

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Attachment 1: RLF Reporting and Payment Schedule

PAYMENT AMOUNT	FINANCIAL & NARRATIVE REPORT DUE¹	OTHER SCHEDULED ACTIVITIES OR DELIVERABLES	CONDITIONS FOR PAYMENT
\$80,000	n/a	n/a	Upon RLF's timely receipt of signed Grant Agreement.
n/a	Final Grant Report 11/30/2019	Narrative report should describe the following: (a) Grantee's activities conducted during the reporting period; (b) Grantee's progress in advancing Project Outcomes and Indicators of Success identified in Grantee's Proposal; and (c) the material terms and conditions of all right of way acquisitions, including price, appraised fair market value, date of closing, and size of right of way. Grantee's report should also include copies of final recorded right of way documents, appraisals funded by the Grant, and a map showing the location of right of ways acquired with Grant funds.	<i>Potential future funding contingent upon RLF's timely receipt and approval of final reports.</i>

¹ See paragraph 3 of Grant Agreement. Requirements for reports are provided online at the following link:
<http://resourceslegacyfund.org/applicant-resources/>