

**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](mailto: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**

|                                |   |                   |
|--------------------------------|---|-------------------|
| <b>Grant Agreement Number:</b> | <b>Grant Award Amount: \$</b>                                       |                   |
| <b>Project Name:</b>           | <b>Invoice Date:</b>  | <b>Invoice #:</b> |
| <b>Recipient Fair Name:</b>    | <b>Billing Period:</b><br><small>(Month/Year to Month/Year)</small> |                   |

**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    |
|--|----------------------|----------------------|----------------------|
| <b>A DESIGN DEVELOPMENT</b> \$0.00       | \$0.00               | \$0.00               | \$0.00               |
| <b>B CONSTRUCTION DEVELOPMENT</b> \$0.00 | \$0.00               | \$0.00               | \$0.00               |
| <b>C BIDDING PROCESS</b> \$0.00          | \$0.00               | \$0.00               | \$0.00               |
| <b>D CONSTRUCTION</b> \$0.00             | \$0.00               | \$0.00               | \$0.00               |
| <b>Totals:</b> <u><u>\$0.00</u></u>      | <u><u>\$0.00</u></u> | <u><u>\$0.00</u></u> | <u><u>\$0.00</u></u> |

**Amount to be Paid:** \$0.00

5% WITHHOLD: \$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**

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

**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:**

  
  
  
  
  
  
  
  
  
  

|  |
|--|
| <b>Completed By (Project Manager):</b>               |
| <b>Title:</b>  |
| <b>Approved By (Recipient Fair Representative) :</b> |
| <b>Title:</b>  |





**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<br>(from approved Budget Narrative)<br>(A) | Line-Item Shift Revision<br>enter negative amount (-)<br>enter positive amount (+)<br>(B) | Revised Project Budget<br>(A+B) |
|---|---|---|---------------------------------|
| <b>A DESIGN DEVELOPMENT</b>               |   |   |                                 |
| 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>B CONSTRUCTION DEVELOPMENT</b>         |   |   |                                 |
| 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                          |
| <b>C BIDDING PROCESS</b>                  |   |   |                                 |
| 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                          |
| <b>D CONSTRUCTION</b>                     |   |   |                                 |
| 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                          |
| <b>TOTAL</b>                              | <b>\$0.00</b>   | <b>\$0.00</b>   | <b>\$0.00</b>                   |

(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: