

State of California – Natural Resources Agency
CALIFORNIA STATE PARKS
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Lake County Watershed Protection District

THE TERM OF THIS AGREEMENT IS AUGUST 29, 2022 **THROUGH** AUGUST 28, 2024

GRANT PROGRAM: Quagga and Zebra Mussel Infestation Prevention Grant Program

GRANT NUMBER: C22Q0804 **PROJECT TYPE:** Tier 2, Implementation

RESERVOIR(S): Clear Lake

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of California State Parks and pursuant to the State of California agrees to fund up to the total State grant amount indicated below. The GRANTEE agrees to fully comply with all provisions in the Agreement, which consists of: Exhibit A "Scope of Work-Work to be Performed, Exhibit B "Invoicing, Budget Detail and Reporting Provisions", Exhibit B, Attachment 1, "Task Budget", Exhibit B, Attachment 2, "Line Item Budget", Exhibit C "General Terms and Conditions", Exhibit D "Special Terms and Conditions;" total pages of agreement including attachments 49.

Grantee: County of Lake
Attn: Angela De Palma-Dow

Agency: California State Parks
Division of Boating and Waterways
Attn: **QZ Grant Unit**

Address: 255 N Forbes Street
Lakeport, CA 95453

Address: P.O. Box 942896
12th Floor, AIS/QZ Unit
Sacramento, CA 94296

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Name and Title of Authorized Representative)

Edward Hard, Environmental Program Manager I
(Name and Title of Authorized Representative)

Date: _____

Date: _____

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANT C22Q0804	AMENDMENT NO	FISCAL SUPPLIER NO 0000043674		PROGRAM 2855019
AMOUNT ENCUMBERED BY THIS DOCUMENT \$399,780.00	FUND TITLE Harbors and Watercraft Revolving Fund		AGENCY BILLING CODE NO 053708	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$	GL / APPROP REF / FUND 3790-101-0516	CHAPTER 23	STATUTE (ENY) 2019	FISCAL YEAR 2022-23
TOTAL AMOUNT ENCUMBERED TO DATE \$399,780.00	RPTG STRUCTURE 37900708	ACCOUNT / ALT ACCOUNT 5432000/5432000000	ACTIVITY 61049	PROJECT 37900OTHER

EXHIBIT A

SCOPE OF WORK – WORK TO BE PERFORMED

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. The Grantee shall submit an official copy of a Resolution/Order from the governing board or executive officer of the local entity which by law has authority to enter into this Agreement and has the authority to execute the Agreement. If there is not a governing body to sign an official Resolution/Order authorizing an entity to participate in the grant program, a Letter of Approval signed by the Executive Officer, or equivalent, shall be submitted.
2. The Grantee certifies that it shall complete this Project no later than the end of the term of this agreement. It acknowledges that this condition is a material condition of this Agreement.
3. The Grantee shall submit required information to the Division of Boating and Waterways (DBW) at QZGrants@parks.ca.gov.
4. Any detection of quagga or zebra (dreissenid) mussels (adult or veliger) shall be reported immediately to DBW and the California Department of Fish and Wildlife (CDFW). The CDFW representatives to notify are Martha Volkoff, Environmental Program Manager, at Martha.Volkoff@wildlife.ca.gov, and the appropriate CDFW regional scientist at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4955&inline>. If the detection is confirmed to be quagga or zebra mussels, DBW and CDFW shall be notified immediately and this Agreement shall be terminated.
5. **EARLY-DETECTION MUSSEL MONITORING:** Grantees shall conduct early-detection mussel monitoring for quagga and zebra mussels during the term of this agreement to substantiate that the reservoir continues to be uninfested and report the data to DBW in accordance with the schedule in Table 1 (Part A, Section 1, number 4 and Part B, Section 2, Reports). Early-detection monitoring methods used are based on average dissolved calcium concentration measurements (mg/L) at the given reservoir. The three accepted methods for early-detection monitoring for quagga and zebra mussels include plankton sampling (appropriate to detect larval life stage), surface surveys (to detect adult life stage), and artificial substrates (to detect adult life stage). Surface surveys utilize existing surfaces (docks, mooring lines, rocks, etc.), and can be used to monitor for adult mussels either alone, or in combination with artificial substrates when suitable hard surfaces are not present. In the case of exceptional circumstances, such as with the COVID-19 stay-at-home orders or natural disaster evacuations etc., causing the below method and frequency to be infeasible, DBW will consider revised methods and frequencies.
 - a. **METHOD AND FREQUENCY OF EARLY-DETECTION MUSSEL MONITORING:**
 - i. CDFW has determined your reservoir(s) to be “High calcium level” based on your reservoir Calcium levels (Ca+ > 24 mg/L). Based on this determination, the following methods and frequency of monitoring are required:

- Plankton tows twice per month when water temperature is 16-24 °C (61 -75 °F), and once per month when water temperature is 12-16 °C (54-61 °F) or 24-28 °C (75-82 °F).
 - Surface surveys (and/or artificial substrates if absence of existing surfaces), checked at least once per month, monitored at locations where introductions are most likely to occur and be detected.
- b. EARLY-DETECTION MUSSEL MONITORING PROTOCOL: Each early detection monitoring effort shall be documented in writing. Protocols and datasheets have been developed by CDFW, and are recommended, however not required. These protocols are available on CDFW's website, and CDFW regional scientists are available to assist with monitoring site selection and training. Regional scientist contacts: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4955&inline>.
- Plankton protocol: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4954&inline>
- Surface survey protocol: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4948&inline>
- Artificial substrate protocol: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4953&inline>

If using a protocol and datasheet other than CDFW's, the following information shall be included for each monitoring event:

- i. Reservoir name.
 - ii. Reservoir county.
 - iii. Sampling date.
 - iv. Sampling sites within the reservoir locate by geographic coordinates (i.e., latitude and longitude).
 - v. Name and contact information of person who conducted the sampling.
 - vi. Sampling method (e.g., plankton tow, artificial substrate, or surface survey).
 - vii. Sampling protocol used (i.e., reference to the document that described the methodology used).
 - viii. Results of field sampling (i.e., presence or absence of dreissenid mussels) and laboratory analyses (i.e., positive or negative).
 - ix. In addition, information specific to each method reported shall include, as applicable:
 - (a) Plankton tows:
 - 1) Tow volume,
 - 2) Preservation method and preservative used,
 - 3) Method of analysis (Cross-Polarized Light Microscopy (CPLM) and/or polymerase chain reaction (PCR) analysis), and
 - 4) Name and contact information of the person/entity who analyzed the samples.
 - (b) Artificial substrate - surface area inspected.
 - (c) Surface surveys - linear distance and type of surfaces inspected.
6. If this Project includes one or more of the following tasks: boater inspections, ramp monitor contacts, and/or decontaminations, then the data collected from these activities must be

submitted to DBW in accordance with the schedule in Table 1 (Part A, Section 1, number 5 and Part B, Section 2, Reports).

7. If public agency approvals, entitlement or permits are required, such approvals, entitlements or permits must be obtained, and signed copies must be submitted to DBW before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project and submit the rights-of-way documentation to DBW.
8. State Discloser Requirement – Include the following statement in any document, publication, educational sign, our outreach material that promotes QZ infestation prevention, education, and/or the Clean, Drain, and Dry message, funded by this Agreement:

“Funding of this project has been provided in full or in part through an agreement with the California State Parks Division of Boating and Waterways (DBW). The contents of this *[insert document, as applicable]* do not necessarily reflect the views and policies of DBW, nor does mention of trade names or commercial products constitute endorsement or recommendation of their use.”

9. Signage instructions - The Grantee shall place a sign in a prominent location of the Project site, if applicable, or at the Grantee’s headquarters.
 - a. The sign shall include the following logo, available from DBW:



- b. The following disclosure statement shall be used:

“Funded by California State Parks Division of Boating and Waterways. Operated and maintained by _____”

“For more information about (insert agency’s name) Quagga and Zebra Mussel Prevention, visit (insert URL).”

- c. The Project sign may include another agency’s required promotional information so long as the DBW logo and disclosure statement are equally prominent on the sign. The sign must be approved by DBW, at the draft stage, before printing and installation, and must be installed with a photo provided as proof, with the Annual Report, see schedule in Table 1 (Part A, Section 1, number 8, and Part B, Section 2, Reports). The DBW may provide signage samples, accepted styles, graphics and/or designs.
 - d. Required contents of the sign (logo and statement) shall be posted on the Grantee’s website or on any of the Grantee’s web page(s) associated with the Project.
 - e. The sign must be maintained in good condition throughout the term of the Agreement.

- f. For returning QZ Grantees, previously DBW-approved “funded by” signage may be used if it is in good condition (and not faded, vandalized, weathered). Signage is subject to DBW approval.

10. The Grantee shall also include in each of its contracts for work under this Agreement a provision that work performed by subcontractors will also meet the signage and language requirements listed in paragraphs 8 and 9 above.

B. PROJECT – SPECIFIC REQUIREMENTS

1. The Grantee shall insert a detailed and Project-specific scope of work, which is approved by DBW. The scope must be consistent with the proposed scope contained in the application and any required revisions identified by DBW during the review process. All requirements included in this grant agreement are to be met, whether or not the grantee included it in their project-specific scope of work.
2. The Grantee shall construct a survey plan and a survey to gauge public (waterway users) knowledge of QZ mussels, mussel fee stickers, infestation, and the “Clean, Drain and Dry” message. A draft survey plan must be submitted to DBW for approval prior to implementation, and should include sample questions, timing, content, distribution, and collection methods. Both the DBW approved survey plan and survey results shall be submitted to DBW when the annual report and draft final report are due, per Table 1 (Part A, Section 2, Outreach Survey, number 1, and Part B, Section 2, Reports). A sample survey plan and a sample survey are located on DBW webpage at www.dbw.ca.gov/QZGrant under “Grantee Resources.”
3. The Grantee must participate in at least three (3) community outreach events; either in-person events such as boating events, boat shows, fishing events and tournaments etc., or virtual events to educate the public about the effects of a QZ mussel infestation, prevention methods, and resources available to prevent a QZ mussel infestation. Representative outreach events are listed in Table 1 (Part A, Section 2, Outreach Events). Virtual events, if utilized, must still include counts/metrics of boaters/public served. Grantee must include in quarterly progress reports the number of personal contacts made, number of materials distributed, and photos of the display at the event. Photos of identifiable persons must include signed photo releases. Photos without releases must be labeled “No Release” on the photo or in the file name. All photos become the property of California State Parks once submitted. The Copyright License Agreement (DPR 922A for photographer’s permissions), the Visual Media Consent Form (DPR 993 for photo permission from identifiable people), and a sample outreach event template are located on the DBW webpage at www.dbw.ca.gov/QZGrant under “Grantee Resources.”

If funds were granted for media buys, education and outreach materials, and/or signage (such as print, digital, social media, TV, billboards, or radio advertisements) the content and distribution must be approved by DBW in advance of purchase. These materials must be submitted to DBW for review in accordance with the schedule listed in Table 1 (Part A, Section 1, number 9).

4. The Grantee may use the decontamination, cleaning, and surveying protocols; as well as training and guidance documents/tools designated by the CDFW, Invasive Species Program. These protocols are available at <https://www.wildlife.ca.gov/Conservation/Invasives/Quagga-Mussels> under

“Decontamination, Cleaning & Surveying Protocols” “Guidance Documents” and “Training” on the CDFW, Invasive Species webpage. If other protocols are used, instead of the CDFW protocols, these protocols are required to be submitted to DBW for review prior to use.

PROJECT SCOPE OF WORK

Purpose

The proposed project will continue to improve and maintain the Clear Lake Invasive Mussel Prevention Program. This grant will mostly maintain the current successful program through the implementation of 6 basic tasks. Overall this project will fund and support boat monitoring and inspection staff at public high-use ramps, including the use of mussel-detection canine teams, support program staff to complete project coordination and administration, required early detection monitoring and outreach activities, provide funds to troubleshoot and improve the digital inspection database system established in previous grants and conduct and evaluate outreach distribution through various media outlets. This project will provide funding for administrative and coordinating staff for the duration of the grant period. The project will support 2 ramp monitor leads and 10 ramp monitors and program staff to conduct administration, accounting, training, and monitoring. This project will provide supplemental inspection support using invasive mussel detection canine teams (i.e. Mussel Dogs), which will provide more comprehensive boater inspections during busy time periods. In the fifth task, we will support and improve upon the digital database system through troubleshooting technical consultant assistance. This constant attention to the Colorado Parks Western Boater Database system is to improve the screening and inspection program described in our prevention plan. Lastly, the project will continue to distribute and evaluate outreach and education through multiple formats such as radio/digital PSA, video, and hard copy educational materials.

Task 1: Project Management

1.1 Project Administration and Coordination

1.2 Early Detection Monitoring

1.2 Quarterly Reports and Invoices

1.2 Draft Project Report

1.3 Final Project Report

1.4 Final Project Summary

Deliverables: Attendance list and dates of program and staff meetings, Signed Resolution, Monitoring Results, Quarterly Reports and Invoices, Draft Project Report, Final Project Report, Final Project Summary. Coordination tasks completed by staff and mileage collection logs for program staff for local travel will be submitted with the quarterly reimbursement packages.

Results of monthly surface substrate or artificial surface surveys will be included in annual reports, along with seasonal QZ tow monitoring results.

Task 2. Continue fund and support 2 ramp monitor coordinators/leads.

2.1 Provide ramp monitor coordinators any needed supplies and materials to conduct scheduling, communicate with team, conduct inspection and decons, and train new monitors as needed.

2.2 Provide ramp monitor coordinators with identifying clothing, badges, and safety supplies.

2.5 Provide ramp monitor coordinators any training or learning resources.

Deliverables: Ramp monitor coordinator tasks and materials purchased will be included in reimbursement packages. Photos of supplies and identifying clothing purchased will be included in progress reports. Any meetings, trainings, or learning events will be reported in progress reports and copies of presentations and learning resources will also be included in progress reports.

Task 3. Continue to fund and support 10 ramp monitors.

3.1 Advertise position(s) to replace any monitors positions that need to be filled for year 1 or year 2, to ensure staffing is at 10 boat ramp monitors throughout the project.

3.2 Interview candidates where needed.

3.3 Bring candidates through Lake County Human Resources system for approval and hiring.

3.4 Provide new and returning ramp monitors with any replacement clothing, badges, and supplies.

3.5 Train any new ramp monitors and provide at least one annual (2 total) refresher meetings for all ramp monitor staff.

3.6 Schedule new and returning ramp monitors/leads by location and time.

Deliverables: Ramp monitor hiring and staffing status report for the second year in progress reports. Clothing, material purchases for ramp monitors will be included in reimbursement packages. Photos of supplies and identifying clothing purchased will be included in progress reports. Any meetings, trainings, or learning events will be reported in progress reports and copies of presentations and learning resources will also be included in progress reports.

Task 4: Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) during peak lake-use times.

4.1 Create and approve agreement / contract with mussel detection/ inspection canine company.

4.2 Create and agree upon a rough schedule for year 1 for canine team presence on the lake, to include at least 1-2 of the most popular public ramps.

4.3 Create and agree upon a schedule for year 2 for canine team presence on the lake, to include at least 1-2 of the most popular public ramps.

4.4 Include presence of mussel inspection canines into public outreach efforts on social media and evaluation.

4.5 Record inspections conducted by mussel detection canine teams.

Deliverables: Final agreement / contract, year 1 & year 2 schedules between Applicant (the District) and the mussel canine inspection company and any generated outreach posts, articles, or video links demonstrating the canine teams working on Clear Lake and submitted in progress reports. Total number of canine inspections will be included in progress reports (where applicable) and annual reports.

Task 5: Improve the digital screening & inspection system by replacing broken hardware and accessories and troubleshooting the Watercraft Inspection and Decontamination (WID) data sharing system through the help of a consultant.

5.1 Purchase of new and replacement of tablet hardware, accessories, and supplies invoices submitted through progress reports.

5.2 Purchase Order / agreement with third party for database troubleshooting and remainder customization.

5.3 Update any training documents with any updated database features.

5.4 Conduct any screening or contact form data entry needed to supplement digital system.

Deliverables: Purchase orders / invoices for digital tablet and accessories purchases, any updated training documents / protocols, purchase orders / invoices with consultant for any database troubleshooting assistance. Hours for supplemental data entry will be included in reimbursement packages. The number boats inspected through the WID system, including those passed and those failed, needing decontamination, will be included in annual reports.

Task 6: Provide and evaluate Q/Z outreach & education through improved digital and standard radio PSA, social media adverts and boosts, and distribution of an educational Q/Z video.

6.1 Schedule PSA & video distribution for Year 1, using same PSA & video as created in previous grants.

6.2 Schedule PSA & video distribution for Year 2, using same PSA & video as created in previous grants.

6.3 Track digital PSA & video distribution and radio PSA proof of play for grant period.

6.4 Create social media educational content and distribute at least 4 “boosts” or digital adverts during grant period.

6.5 Track social media and digital adverts outreach reach statistics.

6.6 Print and distribute any hard copy outreach flyers or brochures for in-person outreach events.

6.7 Design QZ outreach survey / evaluation in either digital / hard copy format and submit to CA State Parks DBW for approval.

6.8 Distribute QZ outreach survey / evaluation and receive responses from the public.

6.9 Consolidate, validate, analyze, and summarize QZ outreach survey results and create outreach report to be submitted in final grant report.

Deliverables: PSA proof of play/ performance. Summary of Social Media posts and viewing statistics. Educational video summary of distribution and viewing statistics. Include copies of any hard copy outreach materials and numbers distributed at qualifying required outreach events. QZ outreach evaluation survey approved survey, results for QZ outreach surveys, QZ outreach survey reports. Most of this activity will occur during Year 2, as year 1 will be continuation of grant C21Q0807 outreach and education activities.

TABLE 1
TABLE OF DELIVERABLES

PART A – SCOPE OF WORK TO BE PERFORMED BY THE GRANTEE			
SECTION 1 – GENERAL COMPLIANCE REQUIREMENTS			
Item	Description	Due Date	Information Reporting
1.	Final Resolution if the grantee has a governing board; or a final Letter of Approval if grantee does not have a governing board.	Prior to grant execution	Provide to DBW at QZGrant@parks.ca.gov
2.	Evidence of Insurance with endorsement (per Exhibit D, number 14).	Prior to grant execution	Provide to DBW at QZGrant@parks.ca.gov
3.	Contractor Certification Clauses form (CCC 04/2017) (per Exhibit C, number 11).	Prior to grant execution	Provide to DBW at QZGrant@parks.ca.gov
4.	Early-Detection Mussel Monitoring Data: Report data twice during the grant term, See Exhibit A, Section A, numbers 4 and 5 for the frequency of data collection and protocol.	Due date is the same as the Annual and Draft Final Project Reports	Provide with the Annual Report Provide with the Draft Final Project Report
5.	Inspection/decontamination, ramp monitor contacts data submission to DBW (required for Tier 2 Implementation Projects when DBW is funding these activities)	Due date is the same as the Annual and Draft Final Project Reports	Provide with the Annual Report Provide with the Draft Final Project Report
6.	Copy of final CEQA/NEPA Documentation, as applicable	Before Project Start Date	Provide to DBW at QZGrant@parks.ca.gov
7.	Public Agency Approvals, Entitlements or Permits, as applicable	As needed	Provide to DBW at QZGrant@parks.ca.gov
8.	Photo Proof of DBW Funding Sign Installed. The required contents of the sign (logo and statement) shall be posted on the Grantee's website or on any of the Grantee's web page(s) associated with the Project.	Due date is the same as the Annual Report	Provide with the Annual Report
9.	If the Project included outreach materials and/or media buys (such as print, digital, social media, TV, or radio advertisements) the information must be submitted to DBW for review prior to purchase.	Due date is no later than the Draft Final Project Report	Provide to DBW at QZGrant@parks.ca.gov
SECTION 2 – PROJECT SPECIFIC REQUIREMENTS			

Outreach Survey (Grantee to develop a survey to gauge public knowledge of QZ mussels.)			
Item	Description	Due Date	Information Reporting
1.	Survey Plan (template is available): Survey results:	The approved survey plan is due with the Annual Report Due date is no later than the Draft Final Project Report	Provide in the Annual Report Provide in the Draft Final Project Report
Outreach Events (Example of representative outreach events the grantee will participate in to educate public. Grantee to insert description of each event.)			
Item	Description	Due Date	Information Reporting
1.	Lakeport Festivals in the Park (Library Park)	Summer 2023	Quarterly Progress Report, as applicable, and Draft Final Project Report, as applicable
2.	Lakeport 4th of July Event	Summer 2024	
3.	Earth Day Festival / Tribal Event Tule Boat Festival or Shigom Days	Spring 2024	
Project Tasks from Scope of Work (Grantee to insert tasks and add additional lines as needed.)			
Item	Description	Due Date	Information Reporting
1.	Task 1: Project Management	Throughout entire project, Due August 2024	Quarterly Progress Report
2.	Task 2: Continue fund and support 2 ramp monitor coordinators/leads.	August, 2024	
3.	Task 3: Continue to fund and support 10 ramp monitors.	August, 2024	
	Task 4: Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) during peak lake-use times.	August, 2024	Quarterly Progress Report
	Task 5: Improve the digital screening & inspection system by replacing broken hardware and accessories and troubleshooting the Watercraft Inspection and Decontamination (WID) data sharing system through the help of a consultant.	August, 2024	Quarterly Progress Report

	Task 6: Provide and evaluate Q/Z outreach & education through improved digital and standard radio PSA, social media adverts and boosts, and distribution of an educational Q/Z video.	August 2024	Quarterly Progress Report
PART B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
SECTION 1 – INVOICING			
Item	Description	Due Date	Information Reporting
1.	Quarterly Payment Request. (If a Payment Request is being submitted, it must be submitted with a Quarterly Progress Report.)	Provide with Quarterly Progress Reports	Provide to DBW at QZGrant@parks.ca.gov
2.	Final Payment Request/Final Invoicing	No later than: 9/28/2024	
SECTION 2 – REPORTS			
Item	Description	Due Date	Information Reporting
1.	Quarterly Progress Reports	11/20/2022 2/20/2023 5/20/2023 8/20/2023 11/20/2023 2/20/2024 5/20/2024 9/28/2024	Provide to DBW at QZGrant@parks.ca.gov
2.	Annual Report	8/20/2023	
3.	Draft Final Project Report	7/20/2024	
4.	Final Project Report	9/28/2024	
5.	Final Project Summary	9/28/2024	
6.	Final Project Inspection and Certification(s): <ul style="list-style-type: none">• Project Completion Certification• Contractor’s Release Form, if applicable	9/28/2024	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the "Payment Request – QZ Infestation Prevention Grant Program" form (DPR 756), hereinafter referred to as Payment Request provided at: [http://www.dbw.ca.gov/QZGrant under "Grantee Resources."](http://www.dbw.ca.gov/QZGrant%20under%20Grantee%20Resources) The attachments to the Payment Request must be itemized based on the line items specified in the Budget. The Payment Request and invoices shall be submitted to DBW electronically on a quarterly basis consistent with the reporting schedule in Table 1 (Part B, Sections 1 and 2). The Grant Expenditure Tracking Spreadsheet (GETS) provided by DBW, must be updated, and included with each submission.
2. A Payment Request submitted in any other format other than the Payment Request form will cause the reimbursement claim to be disputed. The DBW will notify the Grantee that the information is being disputed, as applicable. Payment will not be made until the dispute is resolved and a corrected invoice is submitted. The DBW has the responsibility for approving the Payment Request. Reimbursement shall be made only after a complete, adequately supported and properly documented claim is received.
3. Supporting documentation (e.g., receipts and/or invoices) including subcontracted services, if an approved budget item in this Agreement, must be provided as proof of payment, with each Payment Request. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours, days worked, times the hourly or daily rate will equal the total amount claimed).
4. Reimbursement for staffing if an approved budget item in this Agreement:
 - a. Staffing will not be reimbursed for time spent enforcing the State's or a local mussel sticker by a law enforcement officer, or personnel time enforcing a local mussel sticker by any level of staff.
 - b. The amount in the Line-Item Budget for each personnel type is the maximum amount allowed to be reimbursed for that personnel type.
 - c. Refer to Exhibit B, Section B for Prohibition of Indirect Costs.
 - d. Seasonal/limited term/temporary staff (i.e., staff that are hired to specifically work on the QZ grant, for the term of the grant): an employee may be reimbursed for their hourly rate for the actual time they work on the grant project, including state and federal taxes. Benefits, as defined by the Grantee's established policy, may be included for reimbursement; however, leave time (e.g., sick leave or vacation time) will not be reimbursed. Costs for overtime are allowed under the Grantee's established overtime policy.
 - e. Salaried/Permanent Staff: Full-time salaried staff may be reimbursed for the actual time they work on the grant project, including state and federal taxes. Benefits, as defined by the Grantee's established policy may be reimbursed; however, leave time (e.g., sick or vacation time) will not be reimbursed. If a salaried/permanent employee is a supervisor or manager by classification and if they are also doing day to day work on

the grant project, they may qualify for reimbursement. Costs for overtime are allowed under the Grantee's established overtime policy.

- f. Consultants/Contractors: May be reimbursed for the actual time they work on the Project. State and federal taxes and benefits may be included for reimbursement. Benefits, as defined by the consultant/contractor's policy may be reimbursed; however, leave time (e.g., sick leave or vacation time) will not be reimbursed. Management/supervisor oversight of staff, and labor and non-labor related overhead expenses, will not be reimbursed. Costs for overtime are allowed under the consultants/contractor's established overtime policy.
5. Reimbursement for Travel and Per Diem, is allowed if it is an approved budget item in this Agreement:
 - a. Non-Federal Agency Grantee: Travel Expenses and per diem for non-federal agency Grantees shall follow the policy established by the State of California for its employees regarding travel reimbursement and shall not exceed the rates paid to Exempt, Excluded, and Represented State of California employees. The rates are posed at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
 - b. Federal Agency Grantee: Travel Expenses and per diem for federal agency Grantees shall follow the policies of the federal agency requesting the funds regarding travel reimbursement and shall not exceed the established federal rates.
 - c. Out-of-state travel is only reimbursable for five (5) or less days to states that border California. Reimbursement for lodging must be reasonable and be demonstrated by three quotes. The mode of travel must be the most cost effective (air versus ground travel). Car rental costs will be for "compact" or "intermediate" categories. Mileage reimbursement will be at the state rate or at the federal rate if the grantee is a federal agency. State rates are posted at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Receipts are required as well as training certificate(s), etc.
 6. Agency Requesting Reimbursement:
 - a. Non-Federal Agency Grantees shall not request reimbursement until such cost has been incurred and has been paid by the Grantee.
 - b. Federal Agency Grantees may be allowed to have a reimbursement in advance of specific projects tasks. This request must be justified and substantiated by the federal agency and is subject to approval by DBW. If DBW issues an advance, it will be disbursed one task at a time. Once an advance has been disbursed for a task, another advance will not be provided by DBW until the deliverable(s) for the task already disbursed, has been received. All grant advances received by the Grantee shall be paid to the contractors or vendors within thirty (30) days from the receipt of funds. If the Grantee fails to disburse grant funds to the contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to DBW. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to DBW. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall be due to DBW.

7. Notwithstanding any other provision of this Agreement, 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.
8. Notwithstanding any other provision of this Agreement, DBW may withhold all or any portion of the funds provided for by this Agreement if:
 - a. The Grantee has materially violated, or threatened to violate, any term, provision, condition, or commitment of this Agreement; or
 - b. The Grantee fails to maintain reasonable progress toward completion of the Project.
9. Notwithstanding any other provision of this Agreement, the Grantee agrees that DBW shall retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until DBW has accepted the Project as complete and has approved all Project costs. Any retained amount due to the Grantee will be disbursed to the Grantee, without interest, within 60 days of completion of the Project.
10. The Payment Request includes the following information:
 - a. The date of submission;
 - b. The time period covered by the Payment Request (i.e., the term "from" and "to");
 - c. The total amount requested; and
 - d. The signature and date of the Grantee's authorized representative.
 - e. The final Payment Request shall be clearly marked "FINAL" and submitted NO LATER THAN 30 days after the term of this Agreement. The final Payment Request shall only include claims/invoices for work or purchases occurring during the term of this Agreement (e.g., not after the term expiration). The Grantee may request an extension to the 30 days for submitting the final Payment Request, however unless DBW approves the extension, DBW is not obligated to provide reimbursement for claims received late.
11. PURCHASED EQUIPMENT. "Equipment" means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least \$5,000 (e.g., five identical assets which cost \$1,000 each, for a total of \$5,000, would not meet this requirement). Equipment does not include expendable items.

Reimbursement for equipment is allowed if part of an approved budget item in this Agreement:

- a. The grantee shall ensure that adequate competition has been sought by taking all the following steps:
 - i. The Grantee shall openly seek estimates for Equipment.

- ii. All estimates shall be submitted in writing. If a written estimate is not possible, the grantee shall document any verbal estimate.
 - iii. The Grantee shall make every effort to ensure that three (3) estimates are received prior to the purchase of Equipment. If three (3) estimates are not received, the Grantee shall fully document why three (3) estimates could not be received. Notwithstanding Exhibit C, number 4, Audit, all estimates or documentation shall be retained by the Grantee for a minimum of five (5) years after the final payment and may be subject to an audit.
 - iv. If a certified small business submits an estimate, the business can claim a preference of five (5) percent when submitting, as compared to the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small Business and DVBE Services.)
- b. The Grantee shall maintain control of all Equipment acquired through this Agreement.
- c. The Grantee shall perform and maintain a physical inventory of all Equipment purchased under this Agreement and reconcile the inventory with the property records at least annually to verify the existence and current utilization under the term of the Agreement.
- d. Equipment shall only be used for its intended purpose for the duration of its useful life.
- e. Grantees shall keep Equipment purchased with grant funds securely stored and are responsible for maintenance, ensuring that the equipment is maintained in proper and safe working order during the life of the Agreement. The DBW is not responsible for maintenance costs. Grantee agrees to repair or replace any equipment purchased under this Agreement if lost, stolen, or damaged during the term of grant.
- f. The DBW may request physical possession of all Equipment if the Grantee defaults on any portion of the Agreement. In such case of default, the Grantee is liable for all costs incurred by DBW in regaining physical possession of Equipment, during the term of the grant, including but not limited to court costs, attorney fees, and delivery costs. If Equipment has been sold or destroyed before its useful life ends, Grantee shall repay DBW the cost of that Equipment or the price it was sold for, whichever is greater.
- g. Grantee assumes ownership of the Equipment upon expiration of the Grant Term, unless the Grantee defaults on any portion of the Agreement. Grantee continues to be responsible for maintenance after the expiration of the Grant Term. Grantee shall also continue to own the Equipment and use it for its intended use, for a minimum of five (5) years after expiration of the grant term and it shall be documented by the Grantee.
12. Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations for both the State of California and the Federal Government.

B. PROHIBITION OF INDIRECT COSTS

Grant funds shall not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not

readily assignable to the Project (i.e., cost that are not directly related to the Project). Examples of Indirect Costs include, but not limited to general administration of the Grantee, non-project-specific accounting and personnel services performed within the Grantee organization, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining non-project-specific facilities, tuition and conference fees, and generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on a Project that will be reimbursed with grant funds pursuant to this Agreement.

C. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement shall not exceed the amount encumbered, as listed on Page 1, under "Certificate of Funding."

Notwithstanding any other provision of this Agreement, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no force or effect. This provision shall be construed as a condition precedent to the obligation of DBW to make any payment under this Agreement. In this event, the State shall have no obligation to perform any provision of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to the Grantee to reflect the reduced amount.

D. BUDGET LINE FLEXIBILITY

1. Line-Item Adjustment(s). Subject to the prior review and approval by DBW, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. If the Line-Item Budget includes an amount for Personnel Services, that amount shall be based on the hours, classification, and rates submitted by the Grantee. Any changes to the hours, classifications, and rates must be approved, in advance by DBW. Grantee may submit a request for an adjustment to DBW, by submitting a letter on the Grantee's letterhead outlining the requested revisions and providing justification. The adjustment to the budget shall also be outlined by the Grantee on DBW's Grant Expenditure Tracking Spreadsheet in strikethrough and bold format. Such adjustment shall not increase the total grant amount allocated. The DBW may also propose adjustments to the budget. An adjustment may only be requested once by the Grantee, and it must be made no later than one year before the Agreement expires.
2. Amendment: Subject to the prior review and approval by DBW, line-item adjustments in excess of fifteen percent (15%), deleting an existing or adding a new budget line item, or extending the Agreement term, require a formal amendment. An amendment shall not increase the total grant amount allocated. A request for an amendment must be made by the Grantee on the Grantee's letterhead outlining the requested revisions and providing justification. The Grantee shall submit a copy of the original Line-Item and Task Budget sheet(s) reflecting the requested changes in strikethrough and bold format. Any revisions to the budget shall be outlined on DBW's Grant Expenditure Tracking Spreadsheet in

strikethrough and bold format. An amendment may only be requested once by the Grantee, and it must be made no later than one year before the Agreement expires.

- a. Non-Federal Agency Grantee: In the event the Grantee does not submit Payment Requests requesting all the funds encumbered under this Agreement, any remaining funds shall revert to the State.
- b. Federal Agency Grantee: In the event the Grantee does not submit Payment Requests requesting all the funds encumbered under this Agreement, any remaining funds shall revert to the State. If the Grantee received funds in advance, any funds not utilized for the Project, within the grant term, shall be returned to DBW.
- c. The DBW will provide a Notice of Project Completion to the Grantee stating that the project file is closed, the final Payment Request is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under this Agreement.

E. REPORTS

1. QUARTERLY PROGRESS REPORT. Grantee shall prepare and electronically submit Quarterly Progress Reports using the template available on the DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources." The quarterly progress report shall be submitted to DBW in accordance with the schedule in Table 1 (Part B, Section 2).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), outreach participation and survey results, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities in the progress report.
 - b. Payment Requests shall be submitted no more often than quarterly, according to the schedule stated in Table 1 (Part B, Section 1, Invoicing, and Section 2, Reports). Payment Requests cannot be paid prior to submission of the quarterly progress report which describes the work claimed in the Payment Request. The required Payment Request form is available on DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources."
2. ANNUAL REPORT. The Grantee shall prepare and submit electronically an Annual Report using the template available on the DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the schedule in Table 1 (Part B, Section 2, Reports, number 2). The report shall include the following:
 - a. Photos with corresponding Copyright License Agreement (DPR 922A for photographer's permissions) and the Visual Media Consent Form (DPR 993 for photo permission from identifiable people). The DPR photo forms are available on DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources." For example, photos could include staff inspecting incoming boats, a vessel decontamination with a decontamination unit, or public outreach activities.

- b. A summary of the conditions the Project is intended to alleviate, the Project's objectives, the scope of the Project, and a description of the approach used to achieve the Project objectives.
 - c. Early-detection mussel monitoring data using the methods and frequency specific to the reservoir(s)' risk of establishment found in Exhibit A, Section A, number 5. See Table 1 for the reporting schedule (Part A, Section 1, number 4).
 - d. A summary of the progress made to date, significant milestones achieved, including "Project Specific Requirements" in Exhibit A, Section B, and the current schedule of completing the Project, including DBW approved Survey Plan and results from the survey(s). If results are not available, please provide an explanation and describe when the results will be available
 - e. An evaluation of the effectiveness of the Project in preventing the introduction and infestation of QZ and alleviating the Project's original condition.
 - f. If DBW is funding inspection/decontamination activities, then ramp monitor contact data must be submitted to DBW.
 - g. Photo Proof of DBW funding sign installed.
3. DRAFT FINAL PROJECT REPORT. The Grantee shall prepare and submit electronically a draft final project report using the template available on the DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the schedule in Table 1 (Part B, Section 2, Reports, number 3), to DBW. A Draft Final Project Report contains all the elements of the Final Project Report listed below.
4. FINAL PROJECT REPORT. The Grantee shall prepare and submit electronically to DBW, a Final Project Report, using the template available on the DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the schedule in Table 1 (Part B, Section 2, Reports, number 4), which includes and addresses the following narrative sections and items, and addresses DBW's comments on the Draft Final Report, if any.
- a. Include GPS coordinates of the reservoir(s) and the Project site/location if more specific than the reservoir(s) location(s).
 - b. Provide Early-Detection Mussel Monitoring Data using the methods and frequency specific to the reservoir(s) risk of establishment (See Exhibit A, Section A, number 5).
 - c. Describe Project performance including benefits, successes, and shortcomings. Document environmental changes and results of the Project. As appropriate include 1) results such as inspections, decontamination to lower the risk of a QZ mussel introduction 2) document public knowledge and acceptance of the Prevention Program, 3) estimate and summarize the number of inspections, surveys, decontamination etc. 4) document any potential infestation as a result of the implementation of measures, and 5) improvement in the prevention of introduction.

- d. Identify lessons learned in carrying-out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as other reservoirs.
 - e. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from other sources. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
 - f. Identify planned or potential follow-up activities, such as any additional activities necessary to achieve prevention and protection of the reservoir from a QZ mussel introduction.
 - g. A list of the tasks, subtasks, and deliverables as outlined in the Scope of Work and Table of Deliverables.
 - h. Any additional information that is deemed appropriate by the Grantee or DBW.
 - i. Report all mussel preventative measures/activities in the managed reservoir including, but not limited to installation of equipment, construction, inspection program, education and monitoring activities.
 - j. If DBW is funding inspection/decontamination activities, then ramp monitor contact data must be included.
 - k. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation. Include lessons learned from survey results. Include the approved Survey Plan and Survey results as well as the three required outreach events and the corresponding completed Outreach and Education Event Report for each.
 - l. Include photos and graphics, including before and after photos, as appropriate, as well as the corresponding Copyright License Agreement (DPR 922A for photographer's permissions) and the Visual Media Consent Form (DPR 993 for photo permission from identifiable people). The DPR photo forms are available on DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources."
5. FINAL PROJECT SUMMARY. The Grantee shall prepare a summary of the information contained in the Final Project Report, including before and after photos, as appropriate. The Project Summary shall be provided to DBW electronically in accordance with the schedule in Table 1 (Part B, Section 2, Reports, number 5), and provided as a separate document. It is recommended that the Grantee post the Project Summary on the Grantee's webpage.
6. FINAL PROJECT INSPECTION AND CERTIFICATION.
- a. Upon completion of the Project, the Grantee shall provide a final Project Completion Certification, in accordance with the schedule in Table 1 (Part B, Section 2, number 6) and using the template available on the DBW webpage at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources" certifying that the Project has been completed in accordance with this Agreement. If any portion or task

of the Project was not completed, identify that task in the Certification. The Certification must be completed on the grantee agency's letterhead and signed by the authorized representative.

Any final plans, specifications, and "as-builts," as applicable, shall be submitted to DBW, and any amendments or modification thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, a final inspection and certification shall also be conducted by a California Registered Civil Engineer or other appropriate California registered professional.

- b. If a contractor/subcontractor was utilized for any portion of the Project, then a Contractor's Release Form shall be submitted to DBW in accordance with the schedule in Table 1 (Part B, Section 2, number 6) and using the Contractor's Release Form template is available on DBW's website at: <http://www.dbw.parks.ca.gov/QZGrant> under "Grantee Resources."
- c. The Grantee agrees to expeditiously provide, during work on the Project and throughout the terms of this Agreement, such reports, data, information, and certifications that may be reasonably required by DBW.

F. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowance to DBW within 30 days of DBW's demand for such return.

G. PROJECT AUDITS

1. The DBW reserves the right to conduct Project audits.
2. The Grantee agrees that DBW, the Bureau of State Audits, the Governor of the State, and the Office of Inspector General, may authorize a representative of the foregoing which shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The DBW, as its option, may call for an audit of financial information relative to the Project, where the Deputy Director of DBW determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal and/or state requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by DBW. Notwithstanding Exhibit C, Section 4, the Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years after final payment. 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 State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code Section 8546.7; Pub. Contract Code, Section 10115 et seq.) The Grantee shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-21., A-87, A-133, and 48 C.F.R. Part 31, as applicable.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be certified as accurate and signed under penalty of perjury. Any and all costs submitted for reimbursement pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any claim forms containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds disbursed hereunder shall result in immediate termination of this Agreement, and shall render Grantee subject to criminal prosecution. Additionally, the Deputy Director of the DBW may request an audit and refer the matter to the Inspector General's Office, the appropriate U.S. Attorney's Office, or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code §§ 470, 489-490; 33 C.F.R. §§ 30.27, 30.52, 31.22, 31.41)

This Exhibit is the State of California's General Terms & Conditions (GTC 610) 4/2017.
For the purposes of this Grant Agreement, "Contractor" is "Grantee".

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of 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, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS and CONDITIONS

1. **APPROVAL.** The Grantee will not proceed with any work on the Project until authorized by California State Parks Division of Boating and Waterways (DBW).
2. **CALIFORNIA STATE PARKS, DIVISION OF BOATING AND WATERWAYS ACTION, COSTS, AND ATTORNEY FEES.** The Grantee agrees that any remedy provided in the Agreement is in addition to and not in derogation of any other legal or equitable remedy available to DBW as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after the completion of the Project, and exercise of any remedy provided by this Agreement by DBW shall not preclude DBW from pursuing any legal remedy or right which would otherwise be available in law or equity. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
3. **COMPLIANCE WITH LAW, REGULATIONS, ETC.** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of an adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
4. **CONFLICT OF INTEREST.** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
5. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of DBW. Such approval may be conditional as determined by the Deputy Director or his/her designee to be appropriate, including a condition requiring repayment by the Grantee of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
6. **DISPUTES.** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, which is not otherwise disposed of by informal agreement shall be decided by the Deputy Director of DBW, or his or her authorized representative. Such decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the DBW Deputy Director. The decision of DBW shall be final and conclusive unless, within thirty (30) calendar days after mailing of the DBW decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the DBW Deputy Director. The decision of the DBW Deputy Director on appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or 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 hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of DBW, or any official or representative thereof, on any question of law.

7. ENVIRONMENTAL COMPLIANCE

- a. Projects supported by grant funds must comply with the California Environmental Quality Act (CEQA) requirements; CEQA exemptions may apply. Work on the Project or task, as applicable, shall not begin until DBW has received an adopted CEQA document and/or notice from the California State Clearinghouse that the process has been completed. If work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without submitting the environmental documentation to DBW, shall constitute a material breach of this Agreement.
 - b. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by DBW. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
 - c. If the Project or task, as applicable, includes modification to a reservoir, the Grantee shall fully mitigate the environmental impact resulting from the modification. The Grantee shall provide documentation to DBW that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project or task.
8. **EXCISE TAX:** The State of California is exempt from federal excise taxes, and no reimbursement will be made for any excise taxes levied on Grantee's purchases.
9. **FORCE MAJEURE.** Except for defaults of subcontractors neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Grantee arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both Grantee and subcontractor, and without the fault or negligence of either of them, Grantee shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Grantee to meet the required performance schedule.
10. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS.** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.
11. **GRANTEE'S RESPONSIBILITY FOR WORK.** The Grantee shall be responsible for all work and for all persons and entities engaged in work performance pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors.

The State shall not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

12. **INCOME RESTRICTIONS.** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to DBW, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by DBW under this Agreement.
13. **INSPECTION.** The DBW, the Bureau of State Audits, the Office of Inspector General, or any authorized representative for the forgoing, shall have suitable access to the Project site or Project records at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
14. **INSURANCE REQUIREMENTS.**

Comprehensive Insurance: Throughout the term of the Agreement, the Grantee shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of the facilities and structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California or be provided by Grantee if self-insured. This insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to DBW. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction repairs or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the larger system shall be free of all claims and liens. A copy of the insurance policy shall be provided to DBW, upon request.

 - a. **General Liability Insurance:** Grantee shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply to each insured against whom any claim is made or suit is brought subject to Contractor's or Grantee's limits of liability.
 - b. **Motor Vehicle Liability Insurance:** Grantee shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Grantee, including, but not limited to, Grantee owned, hired, and non- owned motor vehicles.
 - c. **Worker's Compensation and Employer's Liability Insurance:** The Grantee shall maintain statutory worker's compensation and employer's liability insurance for all of Grantee's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.
 - d. **Endorsements/Additional Insured:** That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the

operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

- e. Watercraft liability insurance: if watercraft will be used in the performance of the work that is funded by this grant, provide proof of watercraft insurance.

15. **INTELLECTUAL PROPERTY.** Any works developed during and/or pursuant to this Agreement by the Grantee, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the State upon creation, and shall continue in the State's exclusive ownership upon termination of this Agreement. Grantee further intends and agrees to assign to the State all right, title and interest in and to such materials as well as all related copyrights and other propriety rights therein.

Grantee agrees to cooperate with the State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Grantee agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining the State's prior written permission and (b) granting to or obtaining for the State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

16. **NO THIRD-PARTY RIGHTS.** This Agreement shall not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

17. **NOTICE.**

- a. The Grantee shall notify DBW prior to conducting construction, monitoring, demonstration, or other implementation activities such that DBW staff may observe and document such activities, if desired.
- b. The Grantee shall promptly notify DBW of events or proposed changes that could affect the scope, budget, work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice on the proposed change has been provided to DBW, and DBW has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. If a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding the preservation of the resource, and appropriate actions are taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by DBW.
- d. Discovery of any unexpected endangered or threatened species, as defined in the California Endangered Species Act (CESA) or the Federal Endangered Species Act (ESA). If a state or federally protected species is unexpectedly encountered during implementation

of the Project, the Grantee agrees to promptly notify DBW. This notification is in addition to the Grantee's obligations under CESA or ESA.

- e. The Grantee shall notify DBW ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by DBW representatives, if desired.
- f. The Grantee shall promptly notify DBW in writing of any cessation of major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

18. OPERATIONS & MAINTENANCE. The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project, if any, throughout the useful life of the Project, consistent with the purpose for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities, structures, and equipment; DBW shall not be liable for any cost of such maintenance, management, or operation. The Grantee may be excused from operations and maintenance only upon written approval of the Deputy Director of DBW. For purposes of this Agreement, "operation costs" include direct costs occurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets or basic structure.

19. PERMITS, CONTRACTING, AND DEBARMENT. The Grantee shall procure all permits, licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractor, outside association, or consultants required by the Grantee in connection with the services covered by the Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by DBW during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of DBW. The Grantee certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, program or Grantee;
- b. Have not within a (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. 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 enumerated in paragraph (b) of this certification.

- d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (including but not limited to grants, loans, projects, contracts, or programs) (federal, state, or local) terminated for cause or default.
20. **POTENTIAL SUBCONTRACTORS.** Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Grantee. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
21. **PREVAILING WAGES AND LABOR COMPLIANCE.** If applicable, the Grantee agrees to be bound by the provision of the Labor Code regarding prevailing wages and shall register and monitor all qualifying contracts to assure that the prevailing wage provisions of the Labor Code are being met. Public works contracts are subject to enforcement by the Department of Industrial Relations. Grantee shall abide by the requirements of Labor Code Section 1720, et seq. and Title 8 of the California Code of Regulations, Section 200. If applicable, Grantee shall also comply with the apprenticeship requirements in Labor Code Sections 1777.5, 1777.6, and 1777.7 and Title 8 of the California Code of Regulations, Section 200. Current DIR requirements may be found at <https://www.dir.ca.gov/Public-Works/Awarding-Bodies.html>
22. **PROFESSIONALS.** The Grantee agrees that only licensed professional will be used to perform services under this Agreement where such services are called for. Pursuant to this Agreement, all technical reports required that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering or geological sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, Sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, Title 16, Sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As require by these laws, completed technical reports, must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
23. **RECORDS.** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file of the Project which shall adequately document all significant actions relative to the Project.
 - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement.
 - c. Establish separate accounts which will adequately depict all amounts received and which is attributable to the Project; especially including any income attributable to grant funds disbursed under this Agreement.
 - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect.

- e. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
- 24. **RELATED LITIGATION.** Under no circumstance may a Grantee use funds from any disbursement under this Agreement to pay costs associated with any litigation the Grantee pursues against DBW or any other party. Regardless of the outcome of any litigation, and notwithstanding any other provision in this Agreement, the Grantee agrees to complete the Project according to the provisions of this Agreement or to repay all of the grant funds plus interest.
- 25. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST.** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of DBW, upon violation by the Grantee of any material provision after such violation has been called to attention of the Grantee, and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by DBW but in no case shall such reasonable time be longer than 90 calendar days from the date that Grantee is notified of that violation by DBW. In the event of termination, the Grantee agrees, upon demand, to immediately repay to DBW an amount equal to the amount of the grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue as of the date of termination on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of receipt of full repayment by DBW from the Grantee.
- 26. **TIMELINESS.** The Grantee shall proceed with and complete the Project in an expeditious manner within the grant term.
- 27. **VENUE.** The DBW and the Grantee hereby agree that any legal or enforcement action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.
- 28. **WAIVER AND RIGHTS OF DBW.** Any individual waiver of any obligations or rights with respect to a default or other matter arising under this Agreement at any time by either party shall not be considered a waiver of rights or obligations with respect to any other default or matter. Any rights and remedies of DBW provided for this Agreement are in addition to any other rights and remedies provided by law.
- 29. **WITHHOLDING OF GRANT DISBURSEMENTS.** The DBW may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or if the Grantee fails to maintain reasonable progress toward completion of the Project.
- 30. **LOBBYING.** The Grantee shall not use Project funds to engage in lobbying the federal or state governments.
- 31. **MAINTENANCE.** The Grantee shall assure that any construction, or improvement implemented and installed as part of this grant shall be properly maintained for the intended purpose during its life span. Operations include the administration, management, and

performance of non-maintenance actions needed to keep the completed work safe and functioning as intended. Maintenance includes work to prevent deterioration of the installation. The condition applies to all sub-awarded funds in whole or in part with the grant funds disbursed hereunder. The DBW retains the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.

32. **LABOR.** The Grantee certifies that it, its employees, its sub-recipients, and its sup-recipients' employees receiving any funds pursuant to this Agreement, shall not engage in severe forms of trafficking in persons during the term of this Agreement; procure a commercial sex act during the terms of this Agreement; or use forced labor in the performance of this Agreement, or any subcontracts awarded pursuant to this Agreement.

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TASK BUDGET

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Task Budget

1. Task and Budget

Task No: 1 Task Title: Project Management

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	50.00	33.000	1,650.00	1,650.00
Coordinator	75.00	66.00	4,950.00	4,950.00
Technician	320.00	50.0	16,000.00	16,000.00
Total Personnel Expenses				22,600.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Monitoring Supplies- Reagents, bottles, probe accessories, D.I. water, gloves, storage bins, towels, storage bags, wipes)	500.00	500.00
Materials / Supplies 2 (Office) (Clipboards, pens, highlighters, clips, waterproof paper, copy paper, folders, binders, divider tabs, storage bins, labels, notepads, tape, staples)	300.00	300.00
Equipment		
Travel	2,730.00	2,730.00
Total Applicant Expenses	3,530.00	3,530.00

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Professional Services - Consulting				

Professional Services - Consulting Expenses	Total Cost (\$)	DBW QZ Grant Funding(\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
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TASK BUDGET**

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Applicant - Personnel	22,600.00	22,600.00
Applicant Expenses	3,530.00	3,530.00
Professional Services - Consulting		
Professional Services - Consulting Expenses		
Task Total (\$)	26,130.00	26,130.00

2. Task and Budget

Task No: 2 **Task Title:** Continue fund and support 2 ramp monitor coordinator / leads

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Ramp Monitor Leads (2)	1,800.00	33.00	59,400.00	59,400.00
Total Personnel Expenses			59,400.00	59,400.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Clothing for monitor leads like shirts, hats, jackets, gloves, vests, boots, glasses)	200.00	200.00
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	200.00	200.00

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Professional Services - Consulting				

Professional Services - Consulting Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant - Personnel	59,400.00	59,400.00

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TASK BUDGET

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Applicant Expenses	200.00	200.00
Professional Services - Consulting		
Professional Services - Consulting Expenses		
Task Total (\$)	59,600.00	59,600.00

3. Task and Budget

Task No: 3 **Task Title:** Continue to fund and support 10 ramp monitors

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Ramp Monitors (10)	8,900.00	26.00	231,400.00	231,400.00
Total Personnel Expenses			231,400.00	231,400.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Clothing for monitors like hats, shirts, sweatshirts, jackets, kneepads, glasses, vests, gloves)	1,400.00	1,400.00
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses		

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Professional Services - Consulting				

Professional Services - Consulting Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
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TASK BUDGET

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Applicant - Personnel	231,400.00	231,400.00
Applicant Expenses	1,400.00	1,400.00
Professional Services - Consulting		
Professional Services - Consulting Expenses		
Task Total (\$)	232,800.00	232,800.00

4. Task and Budget

Task No: 4 Task Title: Incorporate boat Inspection support by mussel detection canine teams (i.e. Mussel Dogs) during peak lake-use times.

List the # of Personnel and Personnel Types

	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant - Personnel				
Total Personnel Expenses				

	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant Expenses		
Materials / Supplies 1 (Field) (
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses		

	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Professional Services - Consulting				
Mussel Dogs (mussel-sniffing dog teams)	200.00	125.00	25,000.00	25,000.00
Total Professional Services - Consulting			25,000.00	25,000.00

	Total Cost (\$)	DBW QZ Grant Funding (\$)
Professional Services - Consulting Expenses		

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Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant - Personnel		
Applicant Expenses		
Professional Services - Consulting	25,000.00	25,000.00
Professional Services - Consulting Expenses		
Task Total (\$)	25,000.00	25,000.00

5. Task and Budget

Task No: 5 Task Title: Improve the digital screening & inspection system by replacing broken hardware and accessories and troubleshooting Watercraft Inspection and Decontamination (WID) data sharing system through the help of a consultant.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Admin Staff - Database and Data entry Support	1,000.00	35.00	35,000.00	35,000.00
Total Personnel Expenses			35,000.00	35,000.00

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TASK BUDGET

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	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant Expenses		
Materials / Supplies 1 (Field) (Replacement Tablets, wi-fi units, sim cards, cases, glare guards, chargers, accessories)	1,800.00	1,800.00
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	1,800.00	1,800.00

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Database Services Istonish	50	100.00	5,000.00	5,000.00
Total Professional Services - Consulting			5,000.00	5,000.00

	Total Cost (\$)	DBW QZ Grant Funding (\$)
Professional Services - Consulting Expenses		
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

	Total Cost (\$)	DBW QZ Grant Funding (\$)
Task Cost Summary		
Applicant - Personnel	35,000.00	35,000.00
Applicant Expenses	1,800.00	1,800.00
Professional Services - Consulting	5,000.00	5,000.00

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TASK BUDGET

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Professional Services - Consulting Expenses		
Task Total (\$)	41,800.00	41,800.00

6. Task and Budget

Task No: 6 Task Title: Provide and evaluate Q/Z outreach & education through improved digital and standard radio PSA, social media adverts and boosts, and distribution of an educational Q/Z video.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Personnel Expenses				

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office) (Reproduction / Printing)	250.00	250.00
Equipment		
Travel		
Total Applicant Expenses	250.00	250.00

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Outreach Media "Boosts"	4.0	50.00	200.00	200.00
Radio and Video PSA Media Consultants	20.00	700.00	14,000.00	14,000.00
Total Professional Services - Consulting			14,200.00	14,200.00

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TASK BUDGET

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	Total Cost	DBW QZ Grant Funding(\$)
Professional Services - Consulting Expenses		
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

	Total Cost (\$)	DBW QZ Grant Funding (\$)
Task Cost Summary		
Applicant - Personnel		
Applicant Expenses	250.00	250.00
Professional Services - Consulting	14,200.00	14,200.00
Professional Services - Consulting Expenses		
Task Total (\$)	14,450.00	14,450.00

Task and Budget Summary

Task #	Task Title	Total Cost (\$)	DBW QZ Grant Funding (\$)
1	Project Management	26,130.00	26,130.00
2	Continue fund and support 2 ramp monitor	59,600.00	59,600.00
3	Continue to fund and support 10 ramp monitors.	232,800.00	232,800.00
4	Incorporate boat inspection support by mussel detection	25,000.00	25,000.00
5	Improve the digital screening & inspection system by	41,800.00	41,800.00
6	Provide and evaluate Q/Z outreach & education through	14,450.00	14,450.00
TOTAL TASK SUMMARY (\$)		399,780.00	399,780.00

EXHIBIT B – ATTACHMENT 2
LINE-ITEM BUDGET

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Line-Item Budget

	Line Item	Qty	Rate	UOM	Total	DBW QZ Grant Funding
Program Expenses						
1	Personnel (Applicant)					
	Accountant	50.00	33.00	HRS	1,650.00	1,650.00
	Administrative Staff Notes: Admin Staff for data entry and database support	1000.00	35.00	HRS	35,000.00	35,000.00
	Coordinator	75.00	66.00	HRS	4,950.00	4,950.00
	Inspection Staff / Ramp Monitors	1800.00	33.00	HRS	59,400.00	59,400.00
	Inspection Staff / Ramp Monitors	8900.00	26.00	HRS	231,400.00	231,400.00
	Technician	320.00	50.00	HRS	16,000.00	16,000.00
Total for Personnel (Applicant)					348,400.00	348,400.00
Total Program Expenses					348,000.00	348,000.00
Planning / Design / Engineering / Enviro						
1	Materials / Supplies (Applicant)					
	Watercraft Inspection Tracking Handheld	00.00	00.00		800.00	800.00
	Tablet & Wi-Fi accessories, cases, chargers	00.00	00.00		1,000.00	1,000.00
	Water Chemistry Monitoring	00.00	00.00		500.00	500.00
	Materials / Supplies (Field) - Clothing, hats, shirts, vests, sanitizer	00.00	00.00		1,600.00	1,600.00
	Materials / Supplies (Office) - clipboards, labels, folders, notepads,	00.00	00.00		300.00	300.00

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LINE-ITEM BUDGET

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	Reproduction (printing)	00.00	00.00		250.00	250.00
Total for Materials / Supplies (Applicant)					4,450.00	4,450.00

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	Line Item	Qty	Rate	UOM	Total	DBW QZ Grant Funding
2	Equipment (Applicant)					
Total for Equipment (Applicant)						
3	Travel (Applicant)					
	Local	00.00	00.00		2,730.00	2,730.00
Total for Travel (Applicant)						
4	Other Expenses (Applicant)					
Total for Other Expenses (Applicant)						
Total Planning / Design / Engineering / Enviro					7,180.00	7,180.00
Construction / Implementation						
1	Personnel - Professional (Consultant / Contractor)					
	Canine Inspection	25.00	1000.00	DAY	25,000.00	25,000.00
	Media Consultant	20.00	700.00	MOS	14,000.00	14,000.00
	Database Services Istonish	50.00	100.00	HRS	5,000.00	5,000.00
	Outreach Media "Boosts"	4.00	50.00	EACH	200.00	200.00
Total for Personnel – Professional (Consultant / Contractor)					44,200.00	44,200.00
2	Materials / Supplies (Consultant / Contractor)					
Total for Materials / Supplies (Consultant / Contractor)						

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3	Equipment (Consultant / Contractor)					
Total for Equipment (Consultant / Contractor)						
	Line Item	Qty	Rate	UOM	Total	DBW QZ Grant Funding
4	Travel (Consultant / Contractor)					
Total for Travel (Consultant / Contractor)						
5	Other Expenses (Consultant / Contractor)					
Total for Other Expenses (Consultant / Contractor)						
Total Construction / Implementation					44,200.00	44,200.00
Environmental Compliance / Mitigation						
1	Personnel - Construction					
Total for Personnel - Construction						
2	Materials / Supplies (Construction)					
Total for Materials / Supplies (Construction)						
3	Equipment (Construction)					
Total for Equipment (Construction)						

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4	Travel (Construction)					
Total for Travel (Construction)						
5	Other Expenses (Construction)					
Total for Other Expenses (Construction)						
Total Environmental Compliance / Mitigation						
TOTAL EXPENDITURES					399,780.00	399,780.00

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	Category	Total	DBW QZ Grant Funding	Narrative
Program Expenses				
1	Personnel (Applicant)	348,400.00	348,400.00	
Total Program Expenses		348,400.00	348,400.00	
Planning / Design / Engineering / Enviro				
1	Materials / Supplies (Applicant)	4,450.00	4,450.00	
2	Equipment (Applicant)	0.00	0.00	
3	Travel (Applicant)	2,730.00	2,730.00	
4	Other Expenses (Applicant)	0.00	0.00	
Total Planning / Design / Engineering / Enviro		7,180.00	7,180.00	
Construction / Implementation				
1	Personnel - Professional (Consultant / Contractor)	44,200.00	44,200.00	
2	Materials / Supplies (Consultant / Contractor)			
3	Equipment (Consultant / Contractor)			
4	Travel (Consultant / Contractor)			
5	Other Expenses (Consultant / Contractor)			
Environmental Compliance / Mitigation				
1	Personnel - Construction			
2	Materials / Supplies (Construction)			
3	Equipment (Construction)			

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4	Travel (Construction)			
5	Other Expenses (Construction)			
Total Environmental Compliance / Mitigation		0.00	0.00	
TOTAL EXPENDITURES		399,780.00	399,780.00	