

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 OCTOBER 19, 2020 THROUGH OCTOBER 18, 2022.

GRANT PROGRAM: Quagga and Zebra Mussel Infestation Prevention Grant Program

GRANT NUMBER: C19Q0806 **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" 8 pages, Exhibit B, Attachment 2, "Line Item Budget" 5 pages, Exhibit C "General Terms and Conditions", Exhibit D "Special Conditions," total pages of agreement including attachments 47.

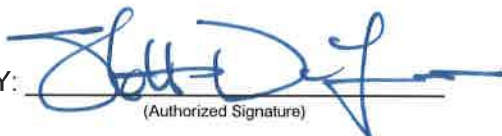
Grantee: Lake County Watershed Protection District
Attn: Angela De Palma-Dow

Agency: California State Parks
Division of Boating and Waterways
Attn: **Joan Fine**

Address: 255 North Forbes Street
Lakeport, CA 95453

Address: One Capitol Mall, Suite 500
Sacramento, CA 95814

BY:


(Authorized Signature)

BY:

(Authorized Signature)

SCOTT DE LEON, DIRECTOR

(Printed Name and Title of Authorized Representative)

Edward Hard, Environmental Program Manager I

(Printed Name and Title of Authorized Representative)

Date: OCT. 13, 2020

Date: _____

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

GRANT C19Q0806	AMENDMENT NO	FISCAL SUPPLIER NO 0000043674		PROGRAM 2855019
AMOUNT ENCUMBERED BY THIS DOCUMENT \$396,590.00	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 (ENV) 2019	FISCAL YEAR 2020-21
TOTAL AMOUNT ENCUMBERED TO DATE \$396,590.00	RPTG STRUCTURE 37900708	ACCOUNT / ALT ACCOUNT 5432000/0000000000	ACTIVITY 61049	PROJECT 37900OTHER
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.			

B.R.NO	ACCOUNTING OFFICER'S SIGNATURE	DATE
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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 name of the DBW Grant Administrator(s) are listed in Exhibit A, Section B, Table of Deliverables.
4. Any detection of quagga or zebra (dreissenid) mussels (adult or veliger) shall be reported immediately to the DBW Grant Administrator(s) 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 reservoir becomes infested with quagga or zebra mussels, then 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 the DBW Grant Administrator in accordance with the deadlines in Exhibit A, Section B, Table of Deliverables. 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.
 - a. **METHOD AND FREQUENCY OF EARLY-DETECTION MUSSEL MONITORING:** CDFW has determined your reservoir(s) to be "High calcium level" based on your reservoir Calcium levels ($\text{Ca}^{+} > 24 \text{ mg/L}$). 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 (60-75 °F), and once per month when water temperature is 12-16 °C (54-60 °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 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:

- Reservoir name;
- County;
- Sampling date;
- Sampling sites within the reservoir (latitude and longitude)
- Name and contact information of person who conducted the sampling;
- Sampling method type (plankton tow(s), artificial substrate, or surface survey);
- Sampling method used (reference to the document that described the methodology used);
- Result (presence or absence of dreissenid mussels)

In addition, information specific to each method reported shall include, as applicable:

- Plankton tows:
 - Tow volume
 - Preservation method and preservative used
 - Method of analysis (Cross-Polarized Light Microscopy (CPLM) and/or polymerase chain reaction (PCR) analysis)
 - Name and contact information of the person/entity who analyzed the samples
- Artificial substrate - surface area inspected
- Surface surveys - linear distance and type of surfaces inspected

6. If this Project includes the 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 the DBW Grant Administrator in accordance with the deadlines in Exhibit A, Section B, Table of Deliverables.
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 the DBW Grant Administrator 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 the DBW Grant Administrator.
8. State Discloser Requirement – Include the following disclosure statement in any document 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 the DBW, nor does mention of trade names or commercial products constitute endorsement or recommendation of their use.”

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



® The Logo is available from the DBW Grant Administrator. 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)”

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. Signage must be approved by DBW, at the draft stage, before printing and installation and must be installed and a photo provided as proof, with the annual report. DBW may provide signage samples, accepted styles, graphics and/or designs. Additionally, the required contents of the sign (logo and disclosure statement) shall be posted on the Grantee’s website or on any of the Grantee’s web page(s) associated with the Project.

The sign must be maintained in good condition throughout the term of the Agreement.

For returning QZ Grantees, previously DBW-approved “funded by” signage may be used as long as it is in good condition (and not faded, vandalized, weathered), 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 the required revisions identified by DBW during the review process. Speculative or historical statements should not be included.
2. Prior to beginning an education outreach program with grant funds, 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" program. 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's Grant Administrator when the annual report and draft final report are due, per Exhibit B, Section E. A sample survey plan and a sample survey are located on the DBW webpage at www.dbw.ca.gov/QZGrant under "Grantee Resources."
3. The Grantee must participate in at least three (3) community outreach events such as boating events, boat shows, fishing events and tournaments etc., to educate the public about the effects of a QZ mussel infestation, prevention methods, and resources available to prevent a QZ mussel infestation. 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. The Visual Media Consent Form (DPR 993) 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, bill boards or radio ads) the content and distribution must be approved by DBW in advance of purchase. These materials must be submitted to DBW for review no later than the deadline listed in Exhibit A, Section B, Table of Deliverables.
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 project will continue to improve the Clear Lake Invasive Mussel Prevention Program by supporting boater monitoring staff at ramps, as well as improve inspection and detection capabilities of monitors. Improved outreach and education of the program will be used to spread the message about the importance of the Clear Lake invasive mussel prevention program. Firstly, this project will provide funding for administrative and accounting staff for the duration of the grant period. Secondly, the project will support ramp monitors and majority of program staff for the second year during 2022, support for the first year of this grant period is already provided by an existing grant (C18Q0805). Thirdly, 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 as well as reduce exposure of ramp monitors to boater personal space and property that can occur during standard inspections, as per the Lake County COVID-19 Prevention Plan for Watercraft Screenings, Inspections, and Decontaminations. In the fourth task, the project will provide training for staff to attend WIT III, train the trainer course, using the curriculum provided by the Pacific State Marine Fisheries Commissions. Additionally, the project will provide improved quagga mussel prevention education through digital, radio, and video formats, distributed regionally and locally. Lastly, the project will continue and complete the transition into digital tracking, where all screeners and ramp monitors will be provided handheld digital devices that are connected to the Colorado State Parks cloud-based western state boater database.

Task 1: Project Management

- 1.1 Quarterly Reports and Invoices
- 1.2 Draft Project Report
- 1.3 Final Project Report
- 1.4 Final Project Summary

Deliverables: Signed Resolution, Quarterly Reports and Invoices, Draft Project Report, Final Project Report, Final Project Summary. Mileage collection logs for ramp monitor leads/ coordinators for local travel will be submitted with the quarterly reimbursement packages.

Task 2: Fund 3 ramp monitors for year 1.

- 2.1 Advertise position(s) to ensure recruit 3 additional boat ramp monitor staff to supplement staff included in an existing grant.
- 2.2 Interview candidate(s).
- 2.3 Bring candidates through Lake County Human Resources system for approval.
- 2.4 Provide new mussel ramp monitors with identifying clothing, badges, and supplies.
- 2.5 Train any new ramp monitors for year 1.
- 2.6 Schedule new ramp monitors by location and time.

Deliverables: Ramp monitor hiring and staffing status report for first year.

Task 3: Continue to fund 10 ramp monitors and 2 ramp monitor leads for year 2.

- 3.1 Advertise position(s) to replace any monitors/leads not returning for year 2, to ensure staffing is at 10 boat ramp monitors and 2 monitor leads.
- 3.2 Interview candidates where needed.
- 3.3 Bring candidates through Lake County Human Resources system for approval.
- 3.4 Provide new mussel ramp monitors/leads with identifying clothing, badges, and supplies.
- 3.5 Train any new ramp monitors/ leads for year 2.
- 3.6 Schedule new ramp monitors/leads by location and time.

Deliverables: Ramp monitor hiring and staffing status report for the second year.

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

- 4.1 Create and approve MOU / 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.

Deliverables: Final MOU, 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.

Task 5: Send up to two program staff to attend WIT III Watercraft Inspection and Decontamination "Train the Trainer" Training at a regional, state location or Lake Mead/ Las Vegas, Nevada.

- 5.1 Plan with Dee Davis, WIT trainer, to train up to two program staff in WIT III, train-the-trainer certification.
- 5.2 Research and schedule routes, accommodation, transportation between Lake County and WIT III training location.
- 5.3 Up to two staff attend WIT III training resulting in WIT III certification.

Deliverables: WIT III certificates for up to 2 program staffers.

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

- 6.1 Schedule PSA distribution for Year 1, using same PSA and methods as created in previous 2017/2018 grant.
- 6.2 Schedule PSA distribution for Year 1, using same PSA and methods as created in previous 2017/2018 grant.
- 6.3 Create social media educational content and distribute at least 10 "boosts" or digital adverts during grant period.
- 6.4 Track social media and digital adverts outreach reach statistics.
- 6.5 Create and distribute RFP for QZ 90-second QZ educational video.
- 6.6 Review proposals and select contractor for video development.
- 6.7 Submit video narrative and storyboard to CA State Parks DBW for approval.

- 6.8 Creation and final version of educational video posted onto the District websites.
- 6.9 Design QZ outreach survey / evaluation in either digital / hard copy format and submit to CA State Parks DBW for approval.
- 6.10 Distribute QZ outreach survey / evaluation and receive responses.
- 6.11 Consolidate, validate, analyze, and summarize QZ outreach survey results and create outreach report.
- 6.12 Incorporate QZ outreach survey results into grant progress reports and final reports.

Deliverables: PSA proof of play/ performance. Summary of Social Media posts and viewing statistics. Educational video script and story board, and final video link/ footage. 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 current grant C18Q0805 outreach and education activities.

Task 7: Complete the transfer of a paper-based vessel screening/ inspection system to handheld digital entry boat tracking systems that will be accessed and contributed by all screeners and ramp monitors.

- 7.1 Purchase digital tablets, cases, and related accessories (i.e. wi-fi hotspots, glare guards, touch pens)
- 7.2 Install Colorado's Invasive Mussel Database software onto remaining tablets
- 7.3 Conduct any remaining training for monitors or screeners using the digital system.
- 7.4 Identify any issues and troubleshoot transition to digital screening system.
- 7.5 Evaluation of transition and lessons learned incorporated into relevant progress reports and final report.

Deliverables: PO and receipts for digital tablets and related accessories, training status for screeners, digital transition evaluation report and lessons learned incorporated into quarterly, annual, and final reports.

TABLE OF DELIVERABLES

ITEM	DESCRIPTION	DUE DATE	WHERE TO REPORT THE INFORMATION
EXHIBIT A– SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE			
A.	GENERAL COMPLIANCE REQUIREMENTS		
1.	Final Resolution, if the grantee has a governing board. (Note: A draft Resolution, at a minimum, is required at the application stage. If the grantee does not have a governing board, a final Letter of Approval is required at the application stage.)	Prior to grant execution	Provide to DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
2.	Evidence of Insurance	Prior to grant execution	Provide to DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
3.	Early-Detection Mussel Monitoring Data: reporting is required twice during the grant term	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
4.	Inspection/decontamination, ramp monitor contacts data submission to DBW (required for 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
5.	Copy of final CEQA/NEPA Documentation, as applicable	Before Project Start Date	To DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
6.	Public Agency Approvals, Entitlements or Permits, as applicable	As needed	To DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
7.	Photo Proof of DBW Funding Sign Installed (for Tier 2, Implementation Projects only)	Due date is the same as the Annual Report	Provide with the Annual Report
8.	If the Project included outreach/media buys (such as print, digital, social media, TV, or radio ads) the information must be submitted to DBW for review	Due date is the same as the Draft Final Project Report	Provide to DBW Grant Administrator:

	prior to purchase, no later than the posted deadline (which is approx. 30 days before the grant expires).		Stephanie Pardell Stephanie.Pardell@parks.ca.gov	
B.	PROJECT – SPECIFIC REQUIREMENTS			
	Outreach Survey (For Tier 2, develop a survey to gauge public knowledge of QZ mussels)			
1.	Survey Plan (template is available) Survey results	The approved survey plan is due with the Annual Report Due date is the same as the Annual and Draft Final Project Reports	Provide in the Annual Report Provide in the Draft Final Project Report	
	Outreach Events (For Tier 2, identify and participate in outreach events to educate public) <i>Applicant to insert events</i>			
2.	<i>International Sportsman Boat Show, Sacramento, CA</i>	<i>Spring 2022</i>	Quarterly Progress Report, as applicable, and Draft Final Project Report, as applicable	
3.	<i>4th of July Concert in the Park, Lakeport, CA</i>	<i>July 4 2022</i>		
4.	<i>2022 Earth Fest Hosted by Habematolel Pomo of Upper Lake, Upper Lake, CA</i>	<i>April 2022</i>		
C.	PROJECT DELIVERABLES			
	<i>Applicant to insert tasks, add additional lines, as needed</i>			
1.	Task 1: Project Management.	<i>Due date is the same as the Final Project Report and Final Reimbursement Package</i>	Quarterly Progress Report	
2.	Task 2: Fund 3 ramp monitors for year 1	<i>End of year 1 (October 2021)</i>		
3.	Task 3: Continue to fund 10 ramp monitor and 2 ramp monitor leads for year 2	<i>End of year 2 (October 2022)</i>		
4.	Task 4. Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) throughout the project period during peak lake-use times.	<i>October 2022</i>	Quarterly Progress Report	

5.	Task 5: Send up to two program staff to attend WIT III Watercraft Inspection and Decontamination “Train the Trainer” Training at a regional, state location or Lake Mead/ Las Vegas, Nevada.	October 2022	Quarterly Progress Report
6.	Task 6: Provide and evaluate Q/Z outreach & education through improved digital and standard radio PSA, social media adverts and boosts, and the creation and distribution of an educational Q/Z video.	October 2022	
7.	Task 7: Complete the transfer of a paper-based vessel screening/ inspection system to handheld digital entry boat tracking systems that will be accessed and contributed by all screeners and ramp monitors.	October 2022	
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
D.	INVOICING		
1.	Reimbursement Claim/Invoicing. (If a reimbursement claim form is being submitted, it must be submitted with a Quarterly Progress Report.)	Provide with Quarterly Progress Reports	Provide to DBW Grant Administrator: Joan Fine Joan.Fine@parks.ca.gov
2.	Final Reimbursement Claim/Final invoice(s)	11/17/2022	
E.	REPORTS		
1.	Quarterly Progress Reports	1/20/2021 4/20/2021 7/20/2021 10/20/2021 1/20/2022 4/20/2022 7/20/2022 11/17/2022	Provide to DBW Grant Administrator: Stephanie Pardell Stephanie.Pardell@parks.ca.gov
2.	Annual Report	10/20/2021	
3.	Draft Final Project Report	9/18/2022	
4.	Final Project Report	11/17/2022	
5.	Final Project Summary	11/17/2022	
6.	Final Project Inspection and Certification(s): <ul style="list-style-type: none">Project Completion CertificationContractor's Release Form, if applicable	11/17/2022	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the reimbursement claim form (claim form) provided in the DBW webpage at: <http://www.dbw.ca.gov/QZGrant> under "Grantee Resources." The attachments to the claim form must be itemized based on the line items specified in the Budget. The claim form and subcontract invoices shall be submitted electronically, on a quarterly basis consistent with the reporting schedule in Exhibit A, Section B, Table of Deliverables, to the DBW Grant Administrator.
2. Claim forms submitted in any other format other than the Reimbursement Claim form provided at the DBW webpage: www.dbw.ca.gov/QZGrant under "Grantee Resources," will cause the reimbursement claim to be disputed. The DBW Grant Administrator 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 reimbursement claim forms. 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 claim form. 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.
 - 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 (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 (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 (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, if 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 with regard to 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 with regard to 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. In the event that 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 the DBW. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the 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, the DBW may withhold all or any portion of the funds provided for by this Agreement in the event that:
 - 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 the DBW shall retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until the 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 reimbursement claim form shall contain the following information:
 - a. The date of submission of the reimbursement claim form;
 - b. The time period covered by the claim form, i.e., the term "from" and "to";
 - c. The total amount due; and
 - d. The signature and date of the Grantee's authorized representative.
 - e. Final claim form shall be clearly marked "FINAL" and submitted NO LATER THAN 30 days after the term of this Agreement. The final claim form shall only include claims/invoices for work or purchases occurring during the term of this Agreement (i.e., not after the term expiration). The Grantee may request an extension to the 30 days for submitting the final claim form, however unless DBW approves the extension, DBW is not obligated to provide reimbursement for claims received late.
11. 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 the 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. 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 claim forms requesting all of 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 claim forms requesting all of 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 claim form 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 submit electronically quarterly progress reports using the template available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources." The quarterly progress report shall be submitted to DBW in accordance with the deadline in Exhibit A, Section B, Table of Deliverables.
 - 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. Claims for reimbursement shall be submitted no more often than quarterly, according to the schedule stated in Exhibit A, Section B, Table of Deliverables. The claim form cannot be paid prior to submission of the quarterly progress report which describes the work claimed in the claim form. The required claim form is available on the DBW webpage at: <http://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://dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the deadlines in Exhibit A, Section B, Table of Deliverables. The report shall include the following:
 - a. Pictures, as appropriate.
 - 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 (See Exhibit A, Section A(5)).
 - d. A summary of the progress made to date, significant milestones achieved, including "Project Specific Requirements" in Exhibit A, Section B, Table of Deliverables, and the current schedule of completing the Project, including the 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://dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the deadline in Exhibit A, Section B, Table of Deliverables, to the DBW Grant Administrator. 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 the DBW Grant Administrator, a Final Project Report, using the template available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the deadline in Exhibit A, Section B, Table of Deliverables, 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 (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 amount 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 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 appropriate before and after photos and graphics, as appropriate.
5. **FINAL PROJECT SUMMARY.** The Grantee shall prepare a brief summary of the information contained in the Final Project Report, including before and after photos, as appropriate. The Project Summary shall be provided to the DBW Grant Administrator electronically in accordance with the schedule in Exhibit A, Section B, Table of Deliverables, 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, 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 and specifications, as applicable, shall be submitted to the DBW Grant Administrator, 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 the DBW Grant Administrator. A Contractor's Release Form template is available on DBW's website at: <http://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 the DBW within 30 days of the DBW's demand for such return.

G. PROJECT AUDITS

1. The DBW reserves the right to conduct Project audits.
2. The Grantee agrees that the 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 the 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 the DBW. The Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years after the final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code § 8546.7; Pub. Contract Code, § 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). 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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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:

1) "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.

2) "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 & 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 the 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 the 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. **COMPUTER SOFTWARE.** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
5. **CONFLICT OF INTEREST.** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
6. **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 the 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.
7. **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 the 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 the 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 the DBW, or any official or representative thereof, on any question of law.

8. 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 the 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 the 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 the 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: Contractor or Grantee, as applicable, shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general 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: Contractor or Grantee, as applicable, shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, or Grantee, including, but not limited to, Contractor owned, hired, and non-Contractor owned motor vehicles.
- c. Worker's Compensation and Employer's Liability Insurance: The Grantee's Contractor (or Grantee) shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

14. 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 agrees to assign to the State exclusive ownership of all such interests upon termination of this Agreement. Grantee further agrees to assign to the State all rights, title and interest in and to such material as well as all related copyrights and other propriety rights therein.

Grantee agrees to cooperate with the State and to execute any document(s) 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, publically and privately display and distribute, for any purpose whatsoever, any such prior works.

15. 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.

16. NOTICE.

- a. The Grantee shall notify the 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 the 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 the DBW, and the 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 the 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 the DBW Grant Administrator. This notification is in addition to the Grantee's obligations under CESA or ESA.
- e. The Grantee shall notify the 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 the 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.

17. 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; the 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 the 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.

18. 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.
19. 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 monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it will reimburse the Department of Industrial Relations (DIR) for DIR's reasonable and directly-related costs of labor compliance monitoring and enforcement pursuant to Labor Code, §1771.3 or 1771.5; and §16450 through 16452, or § 16454 of Title 8 of the California Code of Regulations. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
20. 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, § 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, Title 16, § 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.

21. 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 \$5000 (i.e. 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, if an approved budget item in this Agreement:

- a. The grantee shall ensure: that adequate competition has been sought by taking all of 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. All estimates or documentation shall be retained by the Grantee for a minimum of five (5) years after expiration of the grant term, 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. 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. 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.

22. 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; and
- 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.

23. 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 the 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.

24. RIGHTS OF DATA. The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the California State Parks Division of Boating and Waterways for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant right to a third party who intend to do so.

25. **STATE REVIEWS AND INDEMNIFICATION.** The parties agree that review and approval of Project applications, documents, permits, plans, and specifications or other Project information by the DBW is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry-out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the California State Parks Division of Boating and Waterways and the State against any loss or liability arising out of any claim or action brought against the California State Parks Division of Boating and Waterways and/or the State from and against any and all losses, claims, damages, liabilities, or expense, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rules or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the DBW and/or State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the terms of this Agreement.
26. **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 the 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 the 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 the DBW. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the 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 the DBW from the Grantee.
27. **TIMELINESS.** The Grantee shall proceed with and complete the Project in an expeditious manner within the grant term.
28. **URBAN WATER MANAGEMENT PLAN.** The Grantee certifies that this Project complies with the Urban Management Planning Act (Water Code, §10610 et seq.). This shall constitute a condition precedent of this Agreement.
29. **VENUE.** 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. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

30. **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.
31. **WATER CONSERVATION AND EFFICIENCY PROGRAMS.** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that the implementation of this provision constitutes a condition of the grant award. A web link to the California Water Action Plan that identifies examples of water conservation and efficiency approaches is available at http://resources.ca.gov/california_water_action_plan/.
32. **WITHHOLDING OF GRANT DISBURSEMENTS.** 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.
33. **LOBBYING.** The Grantee shall not use Project funds to engage in lobbying the federal or state governments.
34. **ENVIRONMENTALLY SUSTAINABLE BUSINESS PRACTICES.** The Grantee and any contractors or subcontractors of Grantee shall incorporate, to every extent possible, environmentally sustainable business practices for all work funded by this Grant Agreement. Such practices include, but not limited to: green meeting principles (e.g., web-based meetings, mass transit options, carpooling, electronic materials, non-disposable supplies etc.) and conscientious use of paper (e.g., recycled content paper, double-sided printing for all deliverables [including those collected from sub-recipients], etc.). To the fullest extent possible, all water conservation practices shall be put in effect. When developing materials, the Grantee and any sub-recipients must consider waste reduction and recycled content.
35. **FEDERAL HOTEL AND MOTEL FIRE SAFETY ACT.** Any and all conferences, meetings, convention, or training spaces funded in whole or in part of this Agreement shall comply with the Federal Hotel and Motel Fire Safety Act of 1990.
36. **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. DBW retains the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.
37. **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.

38. ACORN. The Grantee certifies that it is not a subsidiary of the Association of Community Organization for Reform Now (ACORN). The Grantee further certifies that no funds provided pursuant to this Agreement may be used for sub-awards, sub-grants, and/or contracts to ACORN or any of its subsidiaries. The Grantee acknowledges that this condition is a material condition of this Agreement. Any violation of this paragraph shall result in termination of this Agreement and the Grantee shall repay any and all funds disbursed hereunder.
39. CIVIL RIGHTS. The Grantee shall comply with all applicable civil rights statutes and regulations including; Title VI of the Civil Right Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; and a Drug-Free Workplace requirements of the Government Code Section 8350 et seq.; National Labor Relations Board Certification of Public Contract Code, Section 10296; Worker's Compensation requirement of Labor Code, Section 3700; and American's Disabilities Act regulations issued pursuant to 42 U.S.C., Section 12101.
40. ACCOMMODATING PERSONS WITH DISABILITIES. Any electronic and information technology systems or products funded through this Grant Agreement must include usability features or functions that accommodate the needs of persons with disabilities (including those who use assistive technology).

EXHIBIT B – ATTACHMENT 1
TASK BUDGET

1. Task and Budget (1)

Task No: 1 Task Title: Project Management

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Project Coordinator	125.00	44.00	5,500.00	5,500.00
Accountant	20.00	36.00	720.00	720.00
Coordinator / Technician	500.00	26.00	13,000.00	13,000.00
Total Personnel Expenses			19,220.00	19,220.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Monitoring Supplies)	500.00	500.00
Materials / Supplies 2 (Office)	1,000.00	1,000.00
Equipment		
Travel		
Total Applicant Expenses	1,500.00	1,500.00

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	19,220.00	19,220.00
Applicant Expenses	1,500.00	1,500.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	20,720.00	20,720.00

1. Task and Budget (2)

Task No: 2 Task Title: Fund 3 Ramp Monitors for Year 1

EXHIBIT B – ATTACHMENT 1
TASK BUDGET

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Ramp Monitors (3)	2,700.00	20.00	54,000.00	54,000.00
Accountant	10.00	36.00	360.00	360.00
Total Personnel Expenses			54,360.00	54,360.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Clothing for Monitors (hats, shirts, knee pads, jackets, gloves, poncho, safety glasses)	900.00	900.00
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	900.00	900.00

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	54,360.00	54,360.00
Applicant Expenses	900.00	900.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	55,260.00	55,260.00

1. Task and Budget (3)

Task No: 3 Task Title: Continue to fund 10 ramp monitors and 2 ramp monitor leads for year 2

List the # of Personnel and Personnel Types

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

**EXHIBIT B – ATTACHMENT 1
TASK BUDGET**

Ramp Monitors (10)	8,700.00	20.00	174,000.00	174,000.00
Ramp Monitor Leads (2)	1,800.00	25.00	45,000.00	45,000.00
Accountant	10.00	36.00	360.00	360.00
Total Personnel Expenses			219,360.00	219,360.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Monitor clothing (hats, shirts, jackets, knee pads, vests, safety glasses, poncho))	3,600.00	3,600.00
Materials / Supplies 2 (Office)		
Equipment		
Travel	4,860.00	4,860.00
Total Applicant Expenses	8,460.00	8,460.00

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	219,360.00	219,360.00
Applicant Expenses	8,460.00	8,460.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	227,820.00	227,820.00

1. Task and Budget (4)

Task No: 4 **Task Title:** Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) throughout the project period during peak lake-use times.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	10.00	36.00	360.00	360.00
Total Personnel Expenses			360.00	360.00

EXHIBIT B – ATTACHMENT 1

TASK BUDGET

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

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Mussel Dogs - 44 days * 8 hour days =	352.00	125.00	44,000.00	44,000.00
Total Professional Services - Consulting			44,000.00	44,000.00

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	360.00	360.00
Applicant Expenses	0.00	0.00
Professional Services - Consulting	44,000.00	44,000.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	44,360.00	44,360.00

1. Task and Budget (5)

Task No: 5 Task Title: Send up to 2 program staff to attend WIT III Watercraft Inspection and Decontamination "Train the Trainer" Training at a regional, state location or Lake Mead/Las Vegas, Nevada.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	10.00	36.00	360.00	360.00
Program Technician / Coordinator	100.00	26.00	2,600.00	2,600.00
Total Personnel Expenses			2,960.00	2,960.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)

EXHIBIT B – ATTACHMENT 1
TASK BUDGET

Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel	1,000.00	1,000.00
Total Applicant Expenses	1,000.00	1,000.00

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	2,960.00	2,960.00
Applicant Expenses	1,000.00	1,000.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	3,960.00	3,960.00

1. Task and Budget (6)

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 the creation 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 (\$)
Accountant	10.00	36.00	360.00	360.00
Program Technican / Coordinator	100.00	26.00	2,600.00	2,600.00
Total Personnel Expenses			2,960.00	2,960.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office) (Reproduction - Printing)	1,000.00	1,000.00
Equipment		
Travel		

EXHIBIT B – ATTACHMENT 1

TASK BUDGET

Total Applicant Expenses	1,000.00	1,000.00
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Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Media Consultant - Digital & Radio PSAs (Units = Months)	12.00	1,500.00	18,000.00	18,000.00
90 Second Educational QZ Video	200.00	50.00	10,000.00	10,000.00
Outreach Social Media Ads & Boosts (Units = each)	10.00	100.00	1,000.00	1,000.00
Total Professional Services - Consulting			29,000.00	29,000.00

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	2,960.00	2,960.00
Applicant Expenses	1,000.00	1,000.00
Professional Services - Consulting	29,000.00	29,000.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	32,960.00	32,960.00

1. Task and Budget (7)

Task No: 7 **Task Title:** Complete the transfer of a paper-based vessel screening/ inspection system to handheld digital entry boat tracking systems that will be accessed and contributed by all screeners and ramp monitors.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	10.00	36.00	360.00	360.00
Administrative Database Staff	200.00	24.00	4,800.00	4,800.00
Program Technician / Coordinator	100.00	26.00	2,600.00	2,600.00
Total Personnel Expenses			7,760.00	7,760.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Watercraft Inspection Tracking Handheld Devices and Accessories)	3,750.00	3,750.00

**EXHIBIT B – ATTACHMENT 1
TASK BUDGET**

Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	3,750.00	3,750.00

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	7,760.00	7,760.00
Applicant Expenses	3,750.00	3,750.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	11,510.00	11,510.00

2. Task and Budget Summary

Task #	Task Title	Total Cost (\$)	DBW QZ Grant Funding (\$)
1	Project Management	20,720.00	20,720.00
2	Fund 3 Ramp Monitors for Year 1	55,260.00	55,260.00
3	Continue to fund 10 ramp monitors and 2 ramp monitor leads for year 2	227,820.00	227,820.00
4	Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) throughout the project period during peak lake-use times.	44,360.00	44,360.00
5	Send up to 2 program staff to attend WIT III Watercraft Inspection and Decontamination "Train the Trainer" Training at a regional, state location or Lake Mead/ Las Vegas, Nevada.	3,960.00	3,960.00
6	Provide and evaluate Q/Z outreach & education through improved digital and standard radio PSA, social media adverts and boosts, and the creation and distribution of an educational Q/Z video.	32,960.00	32,960.00
7	Complete the transfer of a paper-based vessel screening/ inspection system to handheld digital entry boat tracking	11,510.00	11,510.00

EXHIBIT B – ATTACHMENT 1
TASK BUDGET

	systems that will be accessed and contributed by all screeners and ramp monitors.		
	TOTAL TASK SUMMARY (\$)	396,590.00	396,590.00

Task Budget for Quagga and Zebra Mussel Infestation Prevention FY 2019 / 20 5/12/2020
 Agency: County of Lake
 Application: Clear Lake Mussel Infestation Prevention Implementation Program 2019/2020

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1. Task and Budget (1)

Task No: 1 **Task Title:** Project Management

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Project Coordinator	125.00	44.00	5,500.00	5,500.00
Accountant	20.00	36.00	720.00	720.00
Coordinator / Technician	500.00	26.00	13,000.00	13,000.00
Total Personnel Expenses			19,220.00	19,220.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Monitoring Supplies)	500.00	500.00
Materials / Supplies 2 (Office)	1,000.00	1,000.00
Equipment		
Travel		
Total Applicant Expenses	1,500.00	1,500.00

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	19,220.00	19,220.00
Applicant Expenses	1,500.00	1,500.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	20,720.00	20,720.00

1. Task and Budget (2)

Task No: 2 **Task Title:** Fund 3 Ramp Monitors for Year 1

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Ramp Monitors (3)	2,700.00	20.00	54,000.00	54,000.00
Accountant	10.00	36.00	360.00	360.00
Total Personnel Expenses			54,360.00	54,360.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Clothing for Monitors (hats, shirts, knee pads, jackets, gloves, poncho, safety glasses)	900.00	900.00
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	900.00	900.00

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	54,360.00	54,360.00
Applicant Expenses	900.00	900.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	55,260.00	55,260.00

1. Task and Budget (3)

Task No: 3 Task Title: Continue to fund 10 ramp monitors and 2 ramp monitor leads for year 2

List the # of Personnel and Personnel Types

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

Ramp Monitors (10)	8,700.00	20.00	174,000.00	174,000.00
Ramp Monitor Leads (2)	1,800.00	25.00	45,000.00	45,000.00
Accountant	10.00	36.00	360.00	360.00
Total Personnel Expenses			219,360.00	219,360.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Monitor clothing (hats, shirts, jackets, knee pads, vests, safety glasses, poncho)	3,600.00	3,600.00
Materials / Supplies 2 (Office)		
Equipment		
Travel	4,860.00	4,860.00
Total Applicant Expenses	8,460.00	8,460.00

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	219,360.00	219,360.00
Applicant Expenses	8,460.00	8,460.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	227,820.00	227,820.00

1. Task and Budget (4)

Task No: 4 **Task Title:** Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) throughout the project period during peak lake-use times.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	10.00	36.00	360.00	360.00
Total Personnel Expenses			360.00	360.00

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

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Mussel Dogs - 44 days * 8 hour days =	352.00	125.00	44,000.00	44,000.00
Total Professional Services - Consulting			44,000.00	44,000.00

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	360.00	360.00
Applicant Expenses	0.00	0.00
Professional Services - Consulting	44,000.00	44,000.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	44,360.00	44,360.00

1. Task and Budget (5)

Task No: 5 **Task Title:** Send up to 2 program staff to attend WIT III Watercraft Inspection and Decontamination "Train the Trainer" Training at a regional, state location or Lake Mead/ Las Vegas, Nevada.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	10.00	36.00	360.00	360.00
Program Technician / Coordinator	100.00	26.00	2,600.00	2,600.00
Total Personnel Expenses			2,960.00	2,960.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)

Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel	1,000.00	1,000.00
Total Applicant Expenses	1,000.00	1,000.00

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	2,960.00	2,960.00
Applicant Expenses	1,000.00	1,000.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	3,960.00	3,960.00

1. Task and Budget (6)

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 the creation 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 (\$)
Accountant	10.00	36.00	360.00	360.00
Program Technican / Coordinator	100.00	26.00	2,600.00	2,600.00
Total Personnel Expenses			2,960.00	2,960.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office) (Reproduction - Printing)	1,000.00	1,000.00
Equipment		
Travel		

Application: Clear Lake Mussel Infestation Prevention Implementation Program 2019/2020

Total Applicant Expenses	1,000.00	1,000.00
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Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Media Consultant - Digital & Radio PSAs (Units = Months)	12.00	1,500.00	18,000.00	18,000.00
90 Second Educational QZ Video	200.00	50.00	10,000.00	10,000.00
Outreach Social Media Ads & Boosts (Units = each)	10.00	100.00	1,000.00	1,000.00
Total Professional Services - Consulting			29,000.00	29,000.00

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	2,960.00	2,960.00
Applicant Expenses	1,000.00	1,000.00
Professional Services - Consulting	29,000.00	29,000.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	32,960.00	32,960.00

1. Task and Budget (7)

Task No: 7 **Task Title:** Complete the transfer of a paper-based vessel screening/ inspection system to handheld digital entry boat tracking systems that will be accessed and contributed by all screeners and ramp monitors.

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Accountant	10.00	36.00	360.00	360.00
Administrative Database Staff	200.00	24.00	4,800.00	4,800.00
Program Technician / Coordinator	100.00	26.00	2,600.00	2,600.00
Total Personnel Expenses			7,760.00	7,760.00

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Watercraft Inspection Tracking Handheld Devices and Accessories)	3,750.00	3,750.00

Task Budget for Quagga and Zebra Mussel Infestation Prevention FY 2019 / 20 5/12/2020
 Agency: County of Lake
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Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	3,750.00	3,750.00

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	7,760.00	7,760.00
Applicant Expenses	3,750.00	3,750.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	11,510.00	11,510.00

2. Task and Budget Summary

Task #	Task Title	Total Cost (\$)	DBW QZ Grant Funding (\$)
1	Project Management	20,720.00	20,720.00
2	Fund 3 Ramp Monitors for Year 1	55,260.00	55,260.00
3	Continue to fund 10 ramp monitors and 2 ramp monitor leads for year 2	227,820.00	227,820.00
4	Incorporate boat inspection support by mussel detection canine teams (i.e. Mussel Dogs) throughout the project period during peak lake-use times.	44,360.00	44,360.00
5	Send up to 2 program staff to attend WIT III Watercraft Inspection and Decontamination "Train the Trainer" Training at a regional, state location or Lake Mead/ Las Vegas, Nevada.	3,960.00	3,960.00
6	Provide and evaluate Q/Z outreach & education through improved digital and standard radio PSA, social media adverts and boosts, and the creation and distribution of an educational Q/Z video.	32,960.00	32,960.00
7	Complete the transfer of a paper-based vessel screening/ inspection system to handheld digital entry boat tracking	11,510.00	11,510.00

Agency: ~~County of Lake~~

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	systems that will be accessed and contributed by all screeners and ramp monitors.		
	TOTAL TASK SUMMARY (\$)	396,590.00	396,590.00

EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET

Line Item Budget

FOR OFFICE USE ONLY:							APP # 704443	
	Line Item		Qty	Rate	UOM	Total	DBW QZ Grant Funding	
Program Expenses								
1	Personnel (Applicant)							
	Administrative Staff		80.0000	36.000	HRS	2,880.00	2,880.00	
	Administrative Staff		200.0000	24.000	HRS	4,800.00	4,800.00	
	Management		125.0000	44.000	HRS	5,500.00	5,500.00	
	Coordinator		800.0000	26.000	HRS	20,800.00	20,800.00	
	Inspection Staff/Ramp Monitors		2700.0000	20.000	HRS	54,000.00	54,000.00	
	Inspection Staff/Ramp Monitors		8700.0000	20.000	HRS	174,000.00	174,000.00	
	Inspection Staff/Ramp Monitors		1800.0000	25.000	HRS	45,000.00	45,000.00	
Total for Personnel (Applicant)						306,980.00	306,980.00	
Total Program Expenses						306,980.00	306,980.00	
Planning / Design / Engineering / Enviro								
1	Materials / Supplies (Applicant)							
	Watercraft Inspection Tracking Handheld		0.0000	0.000		3,750.00	3,750.00	
	Materials / Supplies (Field)-QZ Monitoring and Sampling Supplies		0.0000	0.000		500.00	500.00	
	Materials / Supplies (Field)-Clothing for monitors		0.0000	0.000		4,500.00	4,500.00	
	Materials / Supplies (Office)-For admin and field staff		0.0000	0.000		1,000.00	1,000.00	

EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET

Line Item	Qty	Rate	UOM	Total	DBW QZ Grant Funding
Reproduction	0.0000	0.000		1,000.00	1,000.00
Total for Materials / Supplies (Applicant)					10,750.00
2 Equipment (Applicant)					
3 Travel (Applicant)					
Local	0.0000	0.000		4,860.00	4,860.00
Regional	0.0000	0.000		0.00	0.00
State	0.0000	0.000		1,000.00	1,000.00
Total for Travel (Applicant)					5,860.00
4 Other Expenses (Applicant)					
Outreach via social media ads/boosts	0.0000	0.000		1,000.00	1,000.00
Total Planning / Design / Engineering / Enviro					20,610.00
Construction / Implementation					
1 Personnel - Professional (Consultant / Contractor)					
Canine Inspection	38.0000	1000.000	DAY	38,000.00	38,000.00
Media Consultant	12.0000	2000.000	MOS	24,000.00	24,000.00
Media Consultant	200.0000	50.000	HRS	10,000.00	10,000.00
Total for Personnel - Professional (Consultant / Contractor)					72,000.00
2 Materials / Supplies (Consultant / Contractor)					
3 Equipment (Consultant / Contractor)					
4 Travel (Consultant / Contractor)					

EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET

Line Item	Qty	Rate	UOM	Total	DBW QZ Grant Funding
5 Other Expenses (Consultant / Contractor)					
Total Construction / Implementation				72,000.00	72,000.00
Environmental Compliance / Mitigation /					
1 Personnel - Construction					
2 Materials / Supplies (Construction)					
3 Equipment (Construction)					
4 Travel (Construction)					
5 Other Expenses (Construction)					
Total Environmental Compliance / Mitigation /				0.00	0.00
TOTAL EXPENDITURES				396,590.00	396,590.00

**EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET**

	Category	Total	DBW QZ Grant Funding	Narrative
Program Expenses				
1	Personnel (Applicant)	306,980.00	306,980.00	
Total Program Expenses		306,980.00	306,980.00	
Planning / Design / Engineering / Enviro				
1	Materials / Supplies (Applicant)	10,750.00	10,750.00	
2	Equipment (Applicant)	0.00	0.00	
3	Travel (Applicant)	5,860.00	5,860.00	
4	Other Expenses (Applicant)	1,000.00	1,000.00	
Total Planning / Design / Engineering / Enviro		17,610.00	17,610.00	
Construction / Implementation				
1	Personnel - Professional (Consultant / Contractor)	72,000.00	72,000.00	
2	Materials / Supplies (Consultant / Contractor)	0.00	0.00	
3	Equipment (Consultant / Contractor)	0.00	0.00	
4	Travel (Consultant / Contractor)	0.00	0.00	
5	Other Expenses (Consultant / Contractor)	0.00	0.00	
Total Construction / Implementation		72,000.00	72,000.00	
Environmental Compliance / Mitigation /				
1	Personnel - Construction	0.00	0.00	
2	Materials / Supplies (Construction)	0.00	0.00	

EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET

	Category	Total	DBW QZ Grant Funding	Narrative
3	Equipment (Construction)	0.00	0.00	
4	Travel (Construction)	0.00	0.00	
5	Other Expenses (Construction)	0.00	0.00	
Total Environmental Compliance / Mitigation /		0.00	0.00	
TOTAL EXPENDITURES		396,590.00	396,590.00	

