

Attachment B

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

GRANT AGREEMENT

GRANTEE County of Monterey

THE TERM OF THIS AGREEMENT IS February 1, 2017 **THROUGH** January 31, 2019

GRANT TITLE: **Quagga and Zebra Mussel Infestation Prevention Grant Program**

GRANT NUMBER: **C16Q0807**

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 the total State grant amount indicated below. The GRANTEE agrees to fully comply with all provisions in the Agreement.

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

Grantee: County of Monterey

Attn: Paul Hierling

Agency: California State Parks,
Division of Boating and Waterways
Attn: Robin Turgeon

Address: 10625 Nacimiento Lake Drive
Bradley, CA 93426

Address: One Capitol Mall, Suite 400
Sacramento, CA 95814

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Printed Name and Title of Authorized Representative)

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

Date: _____

Date: _____

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

CONTRACT NO C16Q0807	AMENDMENT NO	CALSTARS VENDOR NO 3000000035-13		PROJECT NO 007-2016-QZ
AMOUNT ENCUMBERED BY THIS DOCUMENT \$250,000.00	FUND TITLE Harbors and Watercraft Revolving Fund		AGENCY BILLING CODE NO 053708	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$	ITEM 3790-001-0392	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17
TOTAL AMOUNT ENCUMBERED TO DATE \$	INDEX 1708	OBJECT CODE 702	PCA CODE 61013	PROJECT/WORK PHASE
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

EXHIBIT A

SCOPE OF WORK – WORK TO BE PREFORMED

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. In order for the California State Parks, Division of Boating and Waterways (DBW) staff to verify work was adequately performed or conducted, the managed un-infested reservoir that is affected by the Project must be identified prior to any disbursement.
3. The Grantee shall record the monitoring data collected on a form template provide on the DBW webpage at: www.dbw.ca.gov (Click on the Grant Agreement tab). Copies of the monitoring data collected under this Grant shall be submitted electronically to the DBW Grant Administrator via AIS@parks.ca.gov.
4. Implementation projects supported by grant funds under the California Environmental Quality Act (CEQA) must comply with CEQA requirements; CEQA exemptions may apply. Work on the Project cannot begin until the DBW has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. 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 environmental clearance by the DBW shall constitute a material breach of this Agreement.
5. 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 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 Grant Administrator.
6. State Discloser Requirement – Include the following disclosure statement in any document, written with the DBW logo:

“Funding of this project has been provided in full or in part through an agreement with the Division of Boating and Waterways. The contents of this document do not necessarily reflect the views and policies of the Division of Boating and Waterways, nor does mention of trade names or commercial products constitute endorsement or recommendation of their use.”

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



(Logo available in OLGA under "show documents"), and the following disclosure statement shall be used:

"Funded by California State Parks, Division of Boating and Waterways.
Operated and maintained by _____"

The Project sign may include another agency's required promotional information so long as the DBW logo and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner. Additionally, the required contents of the sign (logo and disclosure statement) shall be posted on the Grantee's website or any of the Grantee's web page(s) associated with the Project.

7. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporated the requirements stated with this work item.

B. PROJECT – SPECIFIC REQUIREMENTS

1. The Analyst shall insert a detailed Project-specific scope of work. Be specific. The scope must be consistent with the proposed scope contained in the application and the required revisions identified by DBW during the review process. Do not include purely speculative statements or purely historical statements. We want to know: **WHAT THE GRANTEE IS ACTUALLY GOING TO DO.**
2. Grantee must construct a Questionnaire relative to public knowledge of the QZ mussel, registration, infestation and the "Clean, Drain and Dry" program. These questionnaires will be disseminated to the public at the park entrance in a random fashion. A collection box shall be available for completed questionnaires in a prominent place within the park. The questionnaires shall be submitted to DBW's Grant Administrator when quarterly progress reports are due.
3. Grantee must participate in at least three (3) community outreach event 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 QZ mussel infestation.

PROJECT SCOPE OF WORK

Purpose

The purpose of this proposal is to fund the continuation and improvement of the on-going invasive Quagga and Zebra mussel species prevention program at Lakes Nacimiento and San Antonio.

Task 1: Improved Inspection, Outreach, and Education Program

- 1.1 Inspection Program Improvement
 - 1.1.1 Fund seasonal part-time inspection staff and oversight
 - 1.1.2 Purchase three (3) new computers at Park entrance gate to improve electronic boat tracking for quagga enforcement
 - 1.1.3 Installation of security camera system improve monitoring of boats entering the reservoir
 - 1.1.4 Make improvements to reservoir gates to help prevent uninspected boats from launching
- 1.2 Training for Inspectors
 - 1.2.1 All seasonal inspection staff will attend Level I Watercraft Inspection and Decontamination Training
 - 1.2.2 Six (6) inspectors will be certified at Level II Watercraft Inspection and Decontamination Training.
- 1.3 Public Outreach and Education
 - 1.3.1 Hire an outreach Marketing Coordinator
 - 1.3.2 Updated Quagga informational website to provide improved information to the public
 - 1.3.3 One public service announcement or other educational event

Deliverables: Provide an executed agreement with concessionaire, Cal Parks. Timesheets for staff who worked in the program to account for grant hours worked. Invoices for *all* grant related purchases and expenses. Names of staff attending training, invoices for all related expenses, and certification of completion for each staff attending. Quarterly report of number of vessels inspected including Quagga Inspection Database data. Copies of website updates, and any media produced related to education and outreach. Data on number of public contacted through education and outreach.

Task 2: Grant Administration

- 2.1 Grant Administration
 - 2.1.1 Reporting, invoice preparation, financial oversight, project tracking, project amendments, and correspondence with grantor.

Deliverables: Grant reports, invoices, monitoring data, tracking of deliverables, amendments, contracts, financial oversight, correspondence with grantor, and close-out material.

TABLE OF DELIVERABLES

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE			
A.	PLANS AND GENERAL COMPLIANCE REQUIREMENTS		
1.	Resolution or a Letter of Approval to receive the funding	Upon Execution of Grant	
2.	Name and GIS location of the reservoir (decimal)	Day 30	
3.	GIS location of the project site (decimal)	Day 30	
4.	Location/site address	Day 30	
5.	Monitoring Reports		Quarterly First Report May 20, 2017
6.	Proof of monitoring data submission to DBW, DFW Region Representative, DFW Headquarter Invasive Species Program	Before final invoice May 20, 2019	
7.	Copy of final CEQA/NEPA Documentation		
8.	Public Agency Approvals, Entitlement or Permits		As needed
9.	Right of Way Documentation		As needed
B.	PROJECT – SPECIFIC REQUIREMENTS		
	Outreach and Education Events		
1.	TBD		1/31/2019
	PROJECT DELIVERABLES		
	Task 1: Program Implementation		
1.	1.1 Inspection Program Improvement		
	1.1.1 Fund seasonal part-time inspection staff and oversight		January 31, 2019
	1.1.2 Purchase three (3) new computers at Park entrance gate to improve electronic boat tracking for quagga enforcement		January 31, 2018
	1.1.3 Installation of security camera system improve monitoring of boats entering the reservoir		January 31, 2018
	1.1.4 Make improvements to reservoir gates to help prevent uninspected boats from launching		November 31, 2018
	1.2 Training for Inspectors		
	1.2.1 All seasonal inspection staff will attend Level I Watercraft Inspection and Decontamination Training		January 31, 2019
	1.2.2 Six (6) inspectors will be certified at Level II Watercraft Inspection and Decontamination Training		January 31, 2019
	1.3 Public Outreach and Education		
	1.3.1 Hire an outreach Marketing Coordinator		June 1, 2018
	1.3.2 Updated Quagga informational website to provide improved information to the public		November 31, 2018
	1.3.3 One public service announcement or other educational event		November 31, 2018
2.	Task 2: Grant Administration		
	2.1 Grant Administration		

	2.1.1 Reporting, invoice preparation, financial oversight, project tracking, project amendments, and correspondence with grantor		January 31, 2019
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICING		Quarterly
B.	REPORTS		
1.	Progress Reports by the twentieth (20 th) of the month		
2.	Annual Progress Summaries		Annually by March 1 st
3.	Draft Project Report	February 1, 2019	
4.	Final Project Report	March 1, 2019	
5.	Final Project Summary	March 1, 2019	
6.	Final Project Inspection and Certifications	Before Final Invoice	
EXHIBIT D – SPECIAL CONDITIONS			
1.	Lobbying Certification (See Exhibit D, Provision 1.)		With Final Report

Task Budget

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1. Task and Budget (1)

Task No: 1 **Task Title:** Program Implementation

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Park Ranger Manager (Inspection)	160.00	69.27	11,083.20	11,083.20			11,083.20
Buildings and Grounds Worker II (Gate Improvements)	320.00	34.33	10,985.60	10,985.60			10,985.60
County Park Ranger II (Outreach and Ed)	485.00	44.59	21,626.15	21,626.15			21,626.15
Applicant Expenses			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Materials 1 (Office Supplies)			250.00	250.00			250.00
Materials 2							
Materials 3							
Travel			2,000.00	2,000.00			2,000.00
Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Gate Attendants (Inspection)	3,700	19.00	70,300.00	70,300.00			70,300.00
Marina Manager (QID Trainer)	40	50.00	2,000.00	2,000.00			2,000.00
CalParks Marketing Coordinator	2,200	42.00	92,400.00	92,400.00			92,400.00
Professional Services - Consulting			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Materials 1 (Public Service Announcement PSA or other Educational Event)			16,000.00	16,000.00	0.00	0.00	16,000.00
Materials 2							
Materials 3							
Travel			4,000.00	4,000.00			4,000.00

Item (Construction / Implementation Costs)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Gate Fabrication Material	5,077.05	5,077.05			5,077.05
Security Camera System including Computers, Monitors, Printers	3,650.00	3,650.00			3,650.00
Task Total (\$)	239,372.00	239,372.00	0.00	0.00	239,372.00

1. Task and Budget (2)

Task No: 2 Task Title: Grant Administration

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Office Assistant III	160.00	31.79	5,086.40	5,086.40	0.00	0.00	5,086.40
Park Ranger Manager	80.00	69.27	5,541.60	5,541.60	0.00	0.00	5,541.60

Applicant Expenses	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Materials 1					
Materials 2					
Materials 3					
Travel					

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)

Professional Services - Consulting	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Materials 1					
Materials 2					
Materials 3					
Travel					

Item (Construction / Implementation Costs)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)

Task Total (\$)	10,628.00	10,628.00	0.00	0.00	10,628.00
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1. **Task and Budget (3)**

Task No: 3 **Task Title:** N/A

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)
Applicant Expenses			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)
Materials 1						
Materials 2						
Materials 3						
Travel						
Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)
Professional Services - Consulting			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)
Materials 1						
Materials 2						
Materials 3						
Travel						
Item (Construction / Implementation Costs)			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)
Task Total (\$)			0.00	0.00	0.00	0.00

1. **Task and Budget (4)**

Task No: 4 **Task Title:** N/A

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)

				Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Applicant Expenses								
Materials 1								
Materials 2								
Materials 3								
Travel								
		Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Professional Services - Consulting								
				Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Professional Services - Consulting								
Materials 1								
Materials 2								
Materials 3								
Travel								
				Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Item (Construction / Implementation Costs)								
Task Total (\$)				0.00	0.00	0.00	0.00	0.00

1. Task and Budget (5)

Task No: 5 Task Title: N/A

		Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Applicant - Personnel								
				Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Applicant Expenses								
Materials 1								
Materials 2								
Materials 3								

Travel							
Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Professional Services - Consulting			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Materials 1							
Materials 2							
Materials 3							
Travel							
Item (Construction / Implementation Costs)			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Task Total (\$)			0.00	0.00	0.00	0.00	0.00

1. Task and Budget (6)

Task No: 6 Task Title: N/A

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Applicant Expenses			Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Materials 1							
Materials 2							
Materials 3							
Travel							
Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Professional Services - Consulting			Total Cost (\$)	DBW Fee Grant	Cash (\$)	In-Kind (\$)	Total Funding

		Funding (\$)			(\$)
Materials 1					
Materials 2					
Materials 3					
Travel					
Item (Construction / Implementation Costs)	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
Task Total (\$)	0.00	0.00	0.00	0.00	0.00

2. Task and Budget Summary

Task #	Task Title	Total Cost (\$)	DBW Fee Grant Funding (\$)	Cash (\$)	In-Kind (\$)	Total Funding (\$)
1	Program Implementation	239,372.00	239,372.00	0.00	0.00	239,372.00
2	Grant Administration	10,628.00	10,628.00	0.00	0.00	10,628.00
3	N/A	0.00	0.00	0.00	0.00	0.00
4	N/A	0.00	0.00	0.00	0.00	0.00
5	N/A	0.00	0.00	0.00	0.00	0.00
6	N/A	0.00	0.00	0.00	0.00	0.00
	TOTAL TASK SUMMARY (\$)	250,000.00	250,000.00	0.00	0.00	250,000.00

Line Item Budget

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Line Item	Qty	Rate	UOM	DBW Funding	Cash	In-Kind	Total	
Program Expenses								
1 Personnel								
Administrative Staff Notes : Office Assistant III	160.0000	31.790	HRS	5,086.40	0.00	0.00	5,086.40	
Inspection Staff Notes : Park Ranger Manager	240.0000	69.270	HRS	16,624.80	0.00	0.00	16,624.80	
Rangers Notes : Park Ranger II	485.0000	44.590	HRS	21,626.15	0.00	0.00	21,626.15	
Maintenance Staff Notes : Buildings and Ground Worker II	320.0000	34.330	HRS	10,985.60	0.00	0.00	10,985.60	
Total for Personnel				54,322.95	0.00	0.00	54,322.95	
Total Program Expenses				54,322.95	0.00	0.00	54,322.95	
Planning / Design / Engineering / Enviro								
1 Supplies								
Office Supplies	0.0000	0.000		250.00	0.00	0.00	250.00	
2 Equipment								
Gate Fabrication Materials Notes : For construction of gate at boat launch ramp to improve security and prevent uninspected boats from entering the reservoir.	0.0000	0.000		5,077.05	0.00	0.00	5,077.05	
3 Travel								
State Notes : Travel for inspection training for inspectors.	0.0000	0.000		2,000.00	0.00	0.00	2,000.00	

Budget Detail for Quagga and Zebra Mussel Infestation Prevention FY 2016 / 17
 Agency: Monterey, County of
 Application: County of Monterey Mussel Prevention Program

Line Item	Qty	Rate	UOM	DBW Funding	Cash	In-Kind	Total
4 Other Expenses							
Total Planning / Design / Engineering / Enviro				7,327.05	0.00	0.00	7,327.05
Construction / Implementation							
1 Personnel - Professional / Consultant							
Inspection Services Notes : Gate Attendants	3700.0000	19.000	HRS	70,300.00	0.00	0.00	70,300.00
Services Notes : Public Service Annncemt or Educational Event	1.0000	16000.000	EA	16,000.00	0.00	0.00	16,000.00
Trainer Notes : Marina Manager - Quagga Inspection Database Trainer	40.0000	50.000	HRS	2,000.00	0.00	0.00	2,000.00
Marketing Coordinator	2200.0000	42.000	HRS	92,400.00	0.00	0.00	92,400.00
Total for Personnel - Professional / Con				180,700.00	0.00	0.00	180,700.00
2 Supplies							
Computers Notes : Computers to improve utilization of the Quagga Inspection Database with inspection staff.	0.0000	0.000		2,250.00	0.00	0.00	2,250.00
Security cameras, monitors, print Notes : Cameras, monitors, printers for security system.	0.0000	0.000		1,400.00	0.00	0.00	1,400.00
Total for Supplies				3,650.00	0.00	0.00	3,650.00
3 Equipment							
4 Travel							
State Notes : Travel for inspection training for inspectors.	0.0000	0.000		4,000.00	0.00	0.00	4,000.00
5 Other Expenses							

Budget Detail for Quagga and Zebra Mussel Infestation Prevention FY 2016 / 17
 Agency: Monterey, County of
 Application: County of Monterey Mussel Prevention Program

Line Item	Qty	Rate	UOM	DBW Funding	Cash	In-Kind	Total
Total Construction / Implementation				188,350.00	0.00	0.00	188,350.00
Environmental Compliance / Mitigation /							
1	Personnel - Construction						
2	Supplies						
3	Equipment						
4	Travel						
5	Other Expenses						
Total Environmental Compliance / Mitigation /				0.00	0.00	0.00	0.00
TOTAL EXPENDITURES				250,000.00	0.00	0.00	250,000.00

Budget Summary for Quagga and Zebra Mussel Infestation Prevention FY 2016 / 17
 Agency: Monterey, County of
 Application: County of Monterey Mussel Prevention Program

	Category	DBW Funding	Cash	In-Kind	Total	Narrative
Program Expenses						
1	Personnel	54,322.95	0.00	0.00	54,322.95	
Total Program Expenses		54,322.95	0.00	0.00	54,322.95	
Planning / Design / Engineering / Enviro						
1	Supplies	250.00	0.00	0.00	250.00	
2	Equipment	5,077.05	0.00	0.00	5,077.05	
3	Travel	2,000.00	0.00	0.00	2,000.00	
4	Other Expenses	0.00	0.00	0.00	0.00	
Total Planning / Design / Engineering / Enviro		7,327.05	0.00	0.00	7,327.05	
Construction / Implementation						
1	Personnel - Professional / Consultant	180,700.00	0.00	0.00	180,700.00	
2	Supplies	3,650.00	0.00	0.00	3,650.00	
3	Equipment	0.00	0.00	0.00	0.00	
4	Travel	4,000.00	0.00	0.00	4,000.00	
5	Other Expenses	0.00	0.00	0.00	0.00	
Total Construction / Implementation		188,350.00	0.00	0.00	188,350.00	
Environmental Compliance / Mitigation /						
1	Personnel - Construction	0.00	0.00	0.00	0.00	
2	Supplies	0.00	0.00	0.00	0.00	
3	Equipment	0.00	0.00	0.00	0.00	
4	Travel	0.00	0.00	0.00	0.00	
5	Other Expenses	0.00	0.00	0.00	0.00	

Budget Summary for Quagga and Zebra Mussel Infestation Prevention FY 2016 / 17
 Agency: Monterey, County of
 Application: County of Monterey Mussel Prevention Program

	Category	DBW Funding	Cash	In-Kind	Total	Narrative
	Total Environmental Compliance / Mitigation /	0.00	0.00	0.00	0.00	
	TOTAL EXPENDITURES	250,000.00	0.00	0.00	250,000.00	

Source(s) of Funds

	Category	DBW Funding	Cash	In-Kind	Total	Narrative
1	Source of Funds					
	DBW Fee Grant Funding	250,000.00	0.00	0.00	250,000.00	
	Federal	0.00	0.00	0.00	0.00	
	Other(s)					
	Totals	250,000.00	0.00	0.00	250,000.00	

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 www.dbw.ca.gov (Click on the Grant Agreement tab). 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 Section E.1 of this exhibit to the DBW Grant Administrator at: robin.turgeon@parks.ca.gov.
2. Claim forms submitted in any other format other than the form provided online will cause the reimbursement claim to be disputed. The Division of Boating and Waterways Grant Administrator will notify the Grantee by initiating a "Claim of Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice is submitted. The Division of Boating and Waterways Grant Administrator has the responsibility for approving the reimbursement claim forms.
3. Supporting documentation (e.g. receipts and/or invoices) including subcontracted services must be provided with each claim form to request reimbursement for grant funding. 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). Reimbursement claim payment shall be made only after a complete, adequately supported and properly documented claim is received.
4. The Grantee shall not request for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the grantee is not required as condition of the grant reimbursement, all grant reimbursements 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 Division of Boating and Waterways. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the Division of Boating and Waterways. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall be due to the Division of Boating and Waterways.
5. 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.
6. Notwithstanding any other provision of this Agreement, the Division of Boating and Waterways 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.

7. Notwithstanding any other provision of this Agreement, the Grantee agrees that the Division of Boating and Waterways may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the Division of Boating and Waterways. Any retained amount due to the Grantee will be disbursed to the Grantee, without interest, within 60 days of completion of the Project.
8. 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. Original signature and date (in blue ink) of Grantee or its authorized representative.
 - e. Final claim form shall be clearly marked "FINAL REIMBURSEMENT CLAIM FORM" and submitted NO LATER THAN March 1, 2019.

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.

The grantee shall be responsible for the costs of operating and maintaining grant-funded equipment; the Division is not liable for such costs. The Grantee agrees to repair or replace any equipment purchased under this Agreement if lost, stolen, or damaged.

C. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2017/18 fiscal year ending June 30, 2016 shall not exceed **Four Hundred Thousand Dollars and No Cents (\$400,000.00)**

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 Division of Boating and Waterways 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.

The Line Item Budget template is available in the OLGA program. See sample Line Item categories and what may be considered.

D. BUDGET LINE FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the Grant Administrator, 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. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. 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 in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Administrator.
2. Procedures to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the Division of Boating and Waterways. Such adjustment shall not increase the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The Division of Boating and Waterways may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit claim forms requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The Division of Boating and Waterways will mail a Notice of Project Completion Letter 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 the Grant Agreement.

E. REPORTS

1. **PROGRESS REPORT.** Grantee shall submit quarterly progress reports using the template on the DBW webpage at: www.dbw.ca.gov (Click on the Grant Agreement tab). The quarterly progress report shall be submitted to the Division of Boating and Waterways by the twentieth (20th) of the month, following the end of the calendar quarter (May, August, November and February).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in the progress report.
 - b. The Reimbursement Claim form shall accompany the progress report. The claim form shall reflect charges for the work completed during the reporting period covered by the progress report. The claim form cannot be paid prior to submission of a progress report covering the claim form reporting period. The claim form template is available on the DBW webpage
2. **ANNUAL PROGRESS SUMMARIES.** The Grantee shall prepare and provide an Annual Progress Summary by **March 1st**. The summary must be no more than two (2)

pages, and shall include pictures as appropriate. The summary shall include the following:

- a. 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.
- b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
- c. An evaluation of the effectiveness of the Project in preventing the dreissenid mussel introduction and infestation and alleviating the Project's original condition.

3. DRAFT FINAL PROJECT REPORT. The Grantee shall prepare and submit electronically to the DBW Grant Administrator at: robin.turgeon@parks.ca.gov, a Draft Final Project Report for review and comment that includes and addresses the following narrative sections and items. Additional requirements are listed in Exhibit D.

- a. A report of all mussel preventative measures/activities in the managed reservoir including, but not limited to; installation of equipment, construction, inspection program, education and monitoring activities. The report shall include all Project required monitoring data for the activities, and shall be provided in Microsoft excel in pdf formats, or other form, in consultation, and sent electronically to the DBW Grant Administrator.
- b. The report shall be in a format that precisely identifies the location of the Project, including monitoring sites so that the Grant Administrator can easily identify the affected reservoir.
- 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 dreissenid mussels 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 extent of outreach and education that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
- f. 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.
- g. Identify planned or potential follow-up activities, such as any additional activities necessary to achieve prevention and protection of the reservoir from dreissenid mussel introduction.

- h. Include appropriate photos and graphics.
 - i. A list of items submitted as outlined in the Table of Items for Review.
 - j. Any additional information that is deemed appropriate by the Project Director or Grant Administrator.
- 4. FINAL PROJECT REPORT.** The Grantee shall prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Administrator on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final.
- 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.
- 6. FINAL PROJECT INSPECTION AND CERTIFICATION.** Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with the Agreement. Any final plans and specifications shall be submitted to the Division of Boating and Waterways, 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, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Administrator. 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 the Division of Boating and Waterways.
- 7. INTELLECTUAL PROPERTY.** Any works developed during and/or pursuant to this agreement by Contractor, 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. Contractor further intends and agrees to assign all such intellectual property to the State's exclusive ownership upon termination of this Agreement. Contractor further intends and 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.

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

Contractor 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.

F. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowance to the Division of Boating and Waterways within 30 days of the Division's demand for such return.

G. PROJECT AUDITS

The Division of Boating and Waterway, in consultation with CDFW, reserves the right to conduct Project audits before the initial start of the Project (Year 1), beginning of Year 2 and at the completion of the Project (End of Year 2).

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 Division of Boating and Waterways may request an audit pursuant to Exhibit C, paragraph 4 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)

EXHIBIT C
GENERAL TERMS & CONDITIONS

1. **AMENDMENT.** No amendment or variation of the term 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. Additional provisions are listed in Exhibit B, Invoicing, Budget Detail and Reporting Provisions, Section D, Line Item Flexibility.
2. **APPROVAL.** The Grantee will not proceed with any work on the Project until authorized by the Division of Boating and Waterways.
3. **ASSIGNMENT.** The Grantee agrees that the Division of Boating and Waterways, 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 Division of Boating and Waterways, as its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division of Boating and Waterways 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 Division of Boating and Waterways. The Grantee agrees to maintain such records for a possible audit for a minimum of seven (7) 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.
4. **COMPLIANCE WITH LAW, REGULATIONS, ETC.** The Grantee agrees that it will, at all times, comply 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.
5. **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.
6. **CONFLICT OF INTEREST.** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

- 7. 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 Division of Boating and Waterways. Such approval may be conditional as determined or his/her designee to be appropriated by the Deputy Director of the Division of Boating and Waterways, including a condition requiring repayment 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.
- 8. DATA MANAGEMENT.** This Project includes appropriate data management activities. Data shall be submitted electronically using a form or spreadsheet provided by the Division of Boating and Waterways (DBW) to the DBW Grant Administrator at: robin.turgeon@parks.ca.gov.
- 9. 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 agreement shall be decided by the Deputy Director of the Division of Boating and Waterways, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the Division of Boating and Waterways Deputy Director. The decision of the Division of Boating and Waterways shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division of Boating and Waterways decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the Division of Boating and Waterways Deputy Director. The decision of the Division of Boating and Waterways Deputy Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or 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 Division of Boating and Waterways, or any official or representative thereof, on any question of law.
- 10. ENVIRONMENTAL CLEARANCE (CEQA/NEPA/STREAMBED ALTERATION)**
- a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environment Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Administrator and the Division of Boating and Waterways has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division of Boating and Waterways.

Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the Division of Boating and Waterways shall constitute a material breach of this Agreement.

- b. If this Project includes modification to a reservoir, it must fully mitigate the environmental impact resulting from the modification. The Grantee must provide documentation 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.

11. PURCHASED EQUIPMENT.

When purchasing equipment, the Grantee shall ensure that adequate competition has been sought by taking the following steps:

- A. The Grantee shall openly seek estimates for equipment.
- B. All estimates shall be submitted in writing. If a written estimate is not possible, the Grantee shall document any verbal estimate.
- C. The Grantee shall make every effort to ensure that three (3) estimates are received prior to the purchase of said 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. The Grantee agrees to maintain such records for possible audits for a minimum of three (3) years after the final payment.
- D. 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)

The Grantee or successor shall maintain control of all equipment, such as facilities and structures, acquired through this Grant Agreement. Equipment purchased through the Grant is owned by the State, and therefore subject to being inventoried by California Parks, Division of Boating and Waterways, and its control agency the Department of General Services.

State Property ID tags will be provided for all equipment purchased with these funds under this agreement.

The Grantee shall perform 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, current utilization, and continued need for the equipment.

- 12. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS.** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will 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 will maintain separate Project accounts in accordance with generally accepted accounting principles.

- 13. GOVERNING LAW.** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 14. GRANTEE'S RESPONSIBILITY FOR WORK.** The Grantee shall be responsible for all work and for all persons and entities engaged in work performance pursuant of 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 will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 15. 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 the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- 16. INDEPENDENT ACTOR.** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Division of Boating and Waterways or the State.
- 17. INSPECTION.** The Division of Boating and Waterways, 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.
- 18. INSURANCE REQUIREMENTS.**
- Comprehensive Insurance: Throughout the useful life of the Project, 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. 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 Division of Boating and Waterways. 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.
- General Liability Insurance: Contractor 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 limits of liability.
- Motor Vehicle Liability Insurance: Contractor 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, including, but not limited to, Contractor owned, hired, and non-Contractor owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor 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.

19. MONITORING PROCEDURES. The Grantee may use the decontamination, cleaning and surveying protocols, as well as training and guidance documents/tools designated by Department of Fish and Wildlife, 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 Department of Fish and Wildlife, Invasive Species webpage. If other protocols are used, instead of the DFW protocols, these protocols are required to be submitted to DBW for review prior to use.

20. NONDISCRIMINATION CLAUSE.

- a. During the performance of the Agreement, the Grantee and its consultants and contractors 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, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or denial of family care leave.
- b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2 § 7285 et seq. and §8103, and § 8113 in contracts over \$5,000. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5, 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 in forth in full.
- d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
- e. The Grantee shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Agreement.

21. NO THIRD PARTY RIGHTS. The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

22. NOTICE.

- a. The Grantee shall notify the Division of Boating and Waterways prior to conducting construction, monitoring, demonstration, or other implementation activities such that Division of Boating and Waterways staff may observe and document such activities.

- b. The Grantee shall promptly notify the Division of Boating and Waterways 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 Division of Boating and Waterways, and the Division of Boating and Waterways 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 the Deputy Director of the Division of Boating and Waterways has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division of Boating and Waterways.
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. If a federally protected species is unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Deputy Director of the Division of Boating and Waterways. This notification is in addition to the Grantee's obligations under the federal Endangered Species Act.
- e. The Grantee shall notify the Division of Boating and Waterways 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 Division of Boating and Waterways representatives.
- f. The Grantee shall promptly notify the Division of Boating and Waterways in writing of the completion of work on the Project.
- g. The Grantee shall promptly notify the Division of Boating and Waterways 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.

23. OPERATIONS & MAINTENANCE. The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project 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 Division of Boating and Waterways 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 Division of Boating and Waterways. 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.

24. 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 the Division of Boating and Waterways Grant Administrator 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 the Division of Boating and Waterways Grant Administrator. 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 offenses 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.

25. 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>.

26. 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 report 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.

27. RECORDS. Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principle, 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.

28. RELATED LITIGATION. Under no circumstance may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the Division of Boating and Waterways or any other party. Regardless of the outcome of any litigation, and notwithstanding any other provisions in this Agreement, the Grantee agrees to complete the Project by this Agreement or to repay all of the grant funds plus interest.

29. 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.

- 30. 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.
- 31. 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 California State Parks, Division of Boating and Waterways 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 California State Parks, Division of Boating and Waterways 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.
- 32. 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 California State Parks, Division of Boating and Waterways 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 California State Parks, Division of Boating

and Waterways shall not preclude California State Parks, Division of Boating and Waterways from pursuing any legal remedy or right which would otherwise be available. 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.

- 33. 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 California State Parks, Division of Boating and Waterways, 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 California State Parks, Division of Boating and Waterways 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 Division. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the California State Parks, Division of Boating and Waterways 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 Division from the Grantee.
- 34. TIMELINESS.** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
- 35. TRAVEL AND PER DIEM.** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found 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 cost are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Administrator.
- 36. 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 shall continue to have full force and effect and shall not be affected thereby.
- 37. 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.
- 38. USEFUL LIFE OF PROJECT.** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
- 39. VENUE.** California State Parks, Division of Boating and Waterways 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.

- 40. WAIVER AND RIGHTS OF THE CALIFORNIA STATE PARKS, DIVISION OF BOATING AND WATERWAYS.** Any individual waiver of any obligations or rights with respect to a default or other matter arising under the 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 the State provided for this Agreement are in addition to any other rights and remedies provided by law.
- 41. 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/.
- 42. WITHHOLDING OF GRANT DISBURSEMENTS.** The California State Parks, Division of Boating and Waterways 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.

EXHIBIT D
SPECIAL CONDITIONS

1. The Grantee shall not use Project funds; include other funding sources, to engage in lobbying the federal or state governments or in litigation against the United States of the State of California. The Grantee's Chief Executive Officer agrees to provide a written statement certifying that none of the funds have been used to engage in lobbying of federal and state governments or in litigation against the United States or the State of California. The certification is due ninety (90) days after the end of the Project period and shall be submitted with the final report.
2. 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 used 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.
3. The salary rate paid to individual consultants retained by the Grantee or the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the Grantee with the responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. **As of January 1, 2015, the rate is \$629.76 per day and \$78.72 per hour.** This rate does not include overhead or travel expenses. Sub-agreement with firms or individuals for services which are awarded using the procurement requirements in 40 C.F.R. parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the Grantee with responsibility for the selection, direction, and control of the individuals who will be providing service under the contract at an hourly or daily rate of compensation (see C.F.R. §§ 30.27(b) and 31.36(j)(2)). Any reimbursement for necessary travel and per diem shall be pursuant to Exhibit C.
<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>
4. 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.
5. The Grantee agrees that water quality and monitoring data collected under this Agreement shall be delivered to the California State Parks, Division of Boating and Waterways, Grant Administrator at: robin.turgeon@parks.ca.gov.
6. The Grantee shall assure that any construction, improvement, equipment 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 equipment or installation. The condition applies to all sub-awarded funds in whole or in part with the grant funds disbursed hereunder. The California State Parks, Division of Boating and Waterways retain the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.

7. The Grantee certifies that it shall complete this Project no later than May 1, 2018. It acknowledges that this condition is a material condition of this Agreement.
8. The Grantee certifies that it, its employees, its sub-recipients and its sup-recipients' employees receiving any funds pursuant to the Agreement, shall not engage in severe forms of trafficking in persons during the term of the 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.
9. 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 provide pursuant to this Agreement may be used for sub-awards, sub-grants, and/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.
10. 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.
11. 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).