DEPARTMENT: Board of Supervisors

BY: Supervisor Turpin
PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the rules requiring 72 hours agenda noticing to consider a grant application being submitted by the Upper Merced River Watershed to the State Department of Conservation, finding that this matter was not known about at the time the agenda was prepared and the deadline for the submitting the grant application is June 27, 2008.

Hold discussion and possibly take action on the grant application being submitted by the Upper Merced River Watershed to the State Department of Conservation. Pages 5 and 6 of the Work Plan Form contain conditions for continued watershed improvement activities, including relicensing of the New Exchequer Dam and/or the value of the fish biodiversity. Page 3 of the Combination Work Plan Narrative Rewrite includes restoration of historic fishery, etc. in the objectives. The Grant Agreement Requirement Checklist and Agreement are also attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Upper Merced River Watershed Council gave a presentation to the Board of Supervisors on May 27th. The Board has been monitoring the FERC relicensing process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board’s input and position will not be provided for this grant application.

Financial Impact? ( ) Yes (X) No Current FY Cost: $
Annual Recurring Cost: $

Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded
Avail Amount in Budget: $
Additional Funding Needed: $

Source:
Internal Transfer
Unanticipated Revenue ______ 4/5's vote
Transfer Between Funds ______ 4/5's vote
Contingency ______ 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively
Work Plan Form
Combination Work Plan Narrative Rewrite
Grant Agreement and Checklist

CLERK’S USE ONLY:
Res. No. 18-288 Ord. No. ______
Vote - Ayes: ______ Noes: ______
Absent: ______

Revised Dec. 2002

COUNTY ADMINISTRATIVE OFFICER:
Requested Action Recommended
No Opinion
Comments:
The foregoing instrument is a correct copy of the original on file in this office.
Date: ________________
Attest: MARGIE WILLIAMS, Clerk of the Board
  County of Mariposa, State of California
By: ____________________________
  Deputy

CAO: ________________
TO: CHAIR TURPIN  
FROM: MARGIE WILLIAMS, Clerk of the Board  
SUBJECT: Chair Turpin advised of an off agenda request relative to a grant agreement being submitted by the Upper Merced River Watershed to the State Department of Conservation.

RESOLUTION 08-288

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on June 24, 2008

ACTION AND VOTE:

Chair Turpin advised of an off agenda request relative to a grant agreement being submitted by the Upper Merced River Watershed to the State Department of Conservation. (M)Fritz, (S)Aborn, the Board waived rules requiring 72 hours agenda noticing to consider this matter, finding that it was not known about at the time the agenda was prepared and the deadline for submitting the grant agreement is June 27, 2008. Discussion was held relative to clarification of the urgency of the item; and Thomas P. Guarino, County Counsel, responded to questions and advised that the findings meet the criteria for waiving the 72 hours agenda noticing. Ayes: Unanimous. Chair Turpin initiated discussion relative to the grant application; and he noted that the County has a professional relationship with Merced Irrigation District (MID) on the FERC relicensing project. He asked that the Board take action to send a letter clarifying that the Upper Merced River Watershed and the Mariposa County Resource Conservation District do not necessarily represent the County’s position on issues relative to the relicensing of MID’s license to generate power.

Input from the public was provided by the following:

Leroy Radanovich, Chair of the Water Agency Advisory Board, clarified that the issue is the FERC license to generate power and not the relicensing of the New Exchequer Dam; and he referred to the contract between the County and MID that states the County government will be a partner with MID in the relicensing effort for the generation of power.

Paul Chapman provided input and stated he does not feel this constitutes an urgency action.

(M)Pickard, (S) Aborn, direction was given for the County Administrative Officer to prepare a letter for the Chair’s signature to the Mariposa County Resource Conservation District, with a copy to the State Department of Conservation and to MID clarifying that the District and the Council does not necessarily represent the County’s position on issues relative to the relicensing of MID’s electric generation facilities – Res. 08-288/Ayes: Unanimous.

Cc: Dana Hertfelder, Public Works Director

File
June 24, 2008

President Len McKenzie
Mariposa County Resource Conservation District
P.O. Box 746
Mariposa, CA 95338

Dear President McKenzie & Directors:

It has come to the attention of the Mariposa County Board of Supervisors that the Upper Merced River Watershed Council, in conjunction with the Mariposa County Resource Conservation District (MRCD), has applied to the State Department of Conservation for a grant under the Watershed Coordinator Grant Program. While Mariposa County has no objection to your application, it is the Board's intention to clarify that the Council and the District do not necessarily represent the official views and/or concerns of the County. The Mariposa County Board of Supervisors reserves the right to speak on behalf of the County, in particular, to issues concerning the relicensing of the Merced Irrigation District electric generation facilities.

If you have any questions please don't hesitate to contact us.

Sincerely,

LYLE TURPIN
Chair, Mariposa County Board of Supervisors

cc: Garth Krause, General Manager, Merced Irrigation District
    Bridgett Luther, Director, State Department of Conservation
    David Thesell, Grant Administrator, State Department of Conservation
    Gail Chun, Grant Administrator, State Department of Conservation

LT/RB/mj
Applicant: Mariposa County RCD  
Watershed Name: Upper Merced River Watershed

Watershed Goal A: Protect and enhance water quality/quantity  
Objective #: 1: Monitor to determine the effects of growth and development on water quality  
Performance Measurement:  
1) Quarterly monitoring data at strategic points reported to SWAMP and local officials  
2) Threats to Water Quality are identified and reported

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Description of Task</th>
<th>Task Completion</th>
<th>Implementation Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1.1</td>
<td>Recruit and train citizen water quality volunteers to continue quarterly monitoring program</td>
<td>Volunteer roster showing 35 volunteers</td>
<td>June 2008 -- April 2011</td>
</tr>
<tr>
<td>A.1.2</td>
<td>Evaluate and modify ambient water quality monitoring program</td>
<td>Modified program outline completed</td>
<td>June 2008 -- April 2011</td>
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<tr>
<td>A.1.3</td>
<td>Maintain database, interpret and report data</td>
<td>Updated database with analysis</td>
<td>June 2008 -- June 2011</td>
</tr>
<tr>
<td>A.1.4</td>
<td>Identify possible biological, chemical, and physical threats (point-source and non-point source) to water quality</td>
<td>List of sites identified</td>
<td>June 2009 -- June 2010</td>
</tr>
<tr>
<td>A.1.5</td>
<td>Work with partners to prioritize threatened areas and develop action plans</td>
<td>Action plans developed</td>
<td>June 2008 -- June 2011</td>
</tr>
</tbody>
</table>
### Work Plan Form

**Applicant:** Mariposa County RCD  
**Watershed Name:** Upper Merced River Watershed

**Watershed Goal A:**  
**Objective #.2.:** Carry out an effective outreach program focused on best management practices (BMPs) for water conservation  
**Performance Measurement:** 20 BMPs implemented on local landscapes

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<th>Description of Task</th>
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<th>Implementation Schedule</th>
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<td>A.2.1</td>
<td>Partner with local school district to increase watershed education</td>
<td>Watershed education presented to a minimum of 75% of 5th grade classes in Mariposa School District</td>
<td>September 2008 – January 2011</td>
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<tr>
<td>A.2.2</td>
<td>Maintain an active media outreach program</td>
<td>Minimum of 2 articles published per year</td>
<td>June 2008 – June 2011</td>
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<tr>
<td>A.2.3</td>
<td>Coordinate with partners to oversee and modify demonstration garden modeling best management practices (erosion and conservation)</td>
<td>Illustrated garden plan</td>
<td>June 2008 – May 2011</td>
</tr>
<tr>
<td>A.2.4</td>
<td>Increase educational outreach to local organizations</td>
<td>Number of presentations by staff increased by 50%</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>A.2.5</td>
<td>Partner with BLM to present campground or Visitor Center programs at Merced River Recreation Area</td>
<td>Schedule of programs per year</td>
<td>June 2008 – October 2010</td>
</tr>
<tr>
<td>A.2.6</td>
<td>Present informational meetings for stakeholders on global climate change and best management practices for water conservation and prevention of non-point source pollution (runoff, erosion, and sediments) to promote proper land use and care of natural resources</td>
<td>3 meetings/workshops held</td>
<td>June 2008 – December 2010</td>
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</tbody>
</table>
**Work Plan Form**

Applicant: Mariposa County RCD  
Watershed Name: Upper Merced River Watershed

Watershed Goal B: **Create a watershed where public and private entities are informed and working to improve watershed conditions**

Objective #1: **Strengthen partnerships and promote collaborative activities with neighboring watershed organizations; local resource stewardship groups; local, state and/or federal agencies; and Mariposa County**

Performance Measurement: **Identify a minimum of two new collaborative projects to promote water quality or conservation**

<table>
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</thead>
<tbody>
<tr>
<td>B.1.1</td>
<td>Participate in meetings/events with other watershed groups, local resource stewardship groups, local, state and/or federal agencies and Mariposa County</td>
<td>Agendas from a minimum of six meetings/events</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>B.1.2</td>
<td>Identify potential collaborative projects between UMRWC and other watershed groups and develop action plans</td>
<td>Completed action plan</td>
<td>June 2008 – June 2010</td>
</tr>
<tr>
<td>B.1.3</td>
<td>Identify resources to carry out the completed action plans</td>
<td>One Grant application submitted</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>B.1.4</td>
<td>Partner with Sierra Nevada Alliance Watershed Program to share recommendations based on field experience</td>
<td>Share evaluations of equipment and methods</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>B.1.5</td>
<td>Coordinate with Sierra Nevada Alliance to serve as the model in the statewide Watershed Assessment Framework to document the success of the collaborative watershed process</td>
<td>Required stakeholder meetings held</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>B.1.6</td>
<td>Participate in data collection for Watershed Assessment Framework</td>
<td>Data provided</td>
<td>June 2008 – June 2011</td>
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</tbody>
</table>
Work Plan Form

Applicant: Mariposa County RCD
Watershed Name: Upper Merced River Watershed

Watershed Goal C: Protect and improve ecological health of Upper Merced River Watershed
Objective #1: Implement biodiversity goals of the UMRWC Management Plan by the protection and the promotion of native plants
Performance Measurement: Conduct workshop at native plant garden for a minimum of 15 stakeholders; 50% of attendees will implement native plant landscaping in their garden plans.

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<th>Description of Task</th>
<th>Task Completion</th>
<th>Implementation Schedule</th>
</tr>
</thead>
<tbody>
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<td>C.1.1</td>
<td>Coordinate with partners to maintain, oversee, or modify native plant garden</td>
<td>Garden plan and photos</td>
<td>Oct 2008 – December 2010</td>
</tr>
<tr>
<td>C.1.2</td>
<td>Conduct a workshop on native plants that includes tour/demo of local site</td>
<td>Individual garden plans</td>
<td>June 2008 – June 2010</td>
</tr>
</tbody>
</table>
**Work Plan Form**

**Applicant:** Mariposa County RCD  
**Watershed Name:** Upper Merced River Watershed

**Watershed Goal D:** Promote sustainability by creating conditions for continued watershed improvement activities  
**Objective #1:** Build capacity and develop stewardship by promoting participation in watershed activities  
**Performance Measure:** Increase the level of interest in the watershed through the number of people who participate in activities by a minimum of 20%.

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<tr>
<th>Task Number</th>
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<th>Task Completion</th>
<th>Implementation Schedule</th>
</tr>
</thead>
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<tr>
<td>D.1.1</td>
<td>Hold Executive Committee meetings with representatives from a variety of stakeholder interests</td>
<td>Minimum of 3 meetings per year</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>D.1.2</td>
<td>Work with similar/related organizations and partners to post events and/or data and promote volunteer opportunities</td>
<td>Calendar of events, tables of data, and/or volunteer opportunities posted</td>
<td>June 2008 – April 2011</td>
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<tr>
<td>D.1.3</td>
<td>Identify one potential funding source to create a Merced River Education Center</td>
<td>Completed grant application</td>
<td>June 2008 – January 2010</td>
</tr>
<tr>
<td>D.1.4</td>
<td>Design and implement volunteer recognition program</td>
<td>Outline of program elements</td>
<td>October 2008 – October 2010</td>
</tr>
<tr>
<td>D.1.5</td>
<td>Recruit, train and schedule docents on the Hites Cove Wildflower Trail to provide information on native plants</td>
<td>Docent schedule</td>
<td>February 2009 – May 2011</td>
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<tr>
<td>D.1.6</td>
<td>Complete organizational documents of nonprofit watershed protection corporation</td>
<td>The documents</td>
<td>August 2008 – December 2010</td>
</tr>
<tr>
<td>D.1.7</td>
<td>Get cash and/or in-kind resources from local agencies, jurisdictions or entities that overlap our goals</td>
<td>List of sponsoring groups and individuals</td>
<td>June 2008 – March 2011</td>
</tr>
<tr>
<td>D.1.8</td>
<td>Increase membership base</td>
<td>Memberships increased by 20%</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>D.1.9</td>
<td>Publish <em>River Reach</em> newsletters three times per year (minimum)</td>
<td>Nine River Reach issues published</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>D.1.10</td>
<td>Publish updates, current activities, findings, and/or conditions in the Upper Merced River Watershed on website.</td>
<td>Updated web pages</td>
<td>June 2008 – March 2011</td>
</tr>
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</tr>
<tr>
<td>D.1.11</td>
<td>Hold informational meetings for community on the process of relicensing of New Exchequer Dam and/or the value of fish biodiversity</td>
<td>Minimum of 3 meetings</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>D.1.12</td>
<td>Collaborate with BLM to provide campground presentations on the value of fish biodiversity</td>
<td>Minimum of 3 presentations</td>
<td>June 2008 – June 2011</td>
</tr>
<tr>
<td>D.1.13</td>
<td>Participate in meetings to explore restoration of historic fishery and/or other biodiversity projects</td>
<td>9 meetings</td>
<td>June 2008 – June 2011</td>
</tr>
</tbody>
</table>
Combination work Plan Narrative Rewrite

D. Work Plan Discussion

1. List overall goals
GOAL A: Protect and enhance water quality and quantity.
GOAL B: Create a watershed where public and private entities are informed and working to improve watershed conditions.
GOAL C: Protect and improve ecological health of the Upper Merced River Watershed
GOAL D: Promote sustainability by creating conditions for continued watershed improvement activities

2. Identify and discuss objectives
Goal A:
Objective 1. The Coordinator will determine the effects of growth and development on water quality by continuing to oversee the established citizen water quality monitoring program. Monitoring results will be reported and used to identify possible threats to water quality.
Objective 2. The Coordinator will increase water conservation in the community through public outreach articles and presentations that focus on the use of conservation Best Management Practices (BMPs). Coordinator will work with partners to oversee and modify a demonstration garden modeling BMPs.

Goal B:
Objective 1. The Coordinator will strengthen partnerships and promote collaborative activities by participating in efforts by neighboring watershed organizations; local resource stewardship groups; local, state, and/or federal agencies; and Mariposa County. The Coordinator will work to organize collaborative projects and resources for the health of the river. The Coordinator will participate with Sierra Nevada Alliance in the statewide Watershed Assessment Framework using the Upper Merced River Watershed as a model.

Goal C:
Objective 1. The Coordinator will implement biodiversity goals of the UMRWC Management Plan by the protection and promotion of native plants. A workshop will be conducted after which attendees will implement native plant landscaping in their garden plans.

Goal D:
Objective 1: The Coordinator will promote participation in watershed activities through meetings, information sharing with other organizations, website, an education center, recruiting, training and recognizing volunteers, and publishing the River Reach newsletter. Increased interest in and awareness of the Watershed Council will build community capacity for stewardship projects.

3. Discuss critical tasks
Goal A, Objective 1: The Coordinator will recruit and train citizen water quality monitors to continue established quarterly water quality monitoring. As the data collected is interpreted to determine possible threats from growth, development, and other non-point source pollution sources, the Coordinator will work with partners to prioritize threatened areas and develop action plans for mitigation.

The Sierra Nevada Alliance (SNA) provided training and materials to begin a citizen water quality monitoring program. The program and methods are based on and approved by the State Water Resources Control Board surface water ambient monitoring program (SWAMP) protocols. Sites were selected based on areas of potential threats (for example: sewage treatment plant, campgrounds, heavily used recreational areas, confluences). The Coordinators have also had additional trainings on how to interpret and present the data to both public and scientific communities.

Goal A, Objective 2: The Coordinator will organize outreach to promote water conservation by partnering with the local school district to present watershed education, submitting news articles, and presenting educational programs to local organizations, visitors, and watershed stakeholders on global climate change and conservation best management practices (techniques on water conservation, stormwater infiltration, defensible space, invasive species removal, non-point source pollution and erosion control.) The Coordinator will collaborate with partners to oversee and modify a demonstration native plant garden to model best management practices.

Many organizations (for example: Mariposa County School District, Yosemite Area Audubon Society,) have provided opportunities for watershed education presentations. The community newspaper features activities and informative articles by local organizations. Sierra Nevada Alliance has contracted with Mariposa County Resource Conservation District/ Watershed Council to develop and use the native plant garden to promote water conservation.

Goal B, Objective 1: By attending the events and meetings of other groups, the Coordinator will link with potential partners to share resources and initiate new collaborative projects.

Knowing about the resources and goals of other organizations will equip public and private entities in the watershed to accomplish stewardship projects. The Sierra Nevada Alliance has chosen the Watershed Council to participate and serve as a model for the Watershed Assessment Framework, which will document the success of the collaborative process. The Sierra Nevada Alliance has been chosen by the Department of Water Resources to implement the Watershed Assessment Framework in Mariposa County. The Alliance has sought our support and assistance in implementing this framework in the Merced River Watershed due to our success in being a neutral forum that works well with both public and private entities.

The Watershed Council has been extremely successful in attracting community members and volunteers to implement restoration and protection efforts. More volunteers and supporters are needed to accommodate the growing workload. Awareness of the work going on in the watershed will result in broader community involvement.
Goal C. Objective 1: To promote and protect native plants, the Coordinator will work with partners to maintain, oversee, or modify a native plant garden. A workshop will be presented featuring the identification and use of native plants for home landscaping. Individual community members will create their own plans for landscaping with native plants at their homes.

Goal D. Objective 1: The Coordinator will bring together representatives from a variety of stakeholder interests to serve on the UMRWC Executive Committee. Events, data and volunteer opportunities of organizations similar to the UMRWC will be posted and shared through a website, along with published updates, current activities, findings, and/or conditions in the Upper Merced River Watershed. The Coordinator will publish the watershed’s newsletter, the River Reach. Funding will be sought to create a Merced River Center to showcase the watershed and provide a gathering place for presentations, meetings and training by the Watershed and other community groups. Volunteers will be recruited, trained and scheduled to serve as docents on the Hites Cove Wildflower Trail, providing information on native plants to visitors. A volunteer recognition program will encourage participation in watershed activities. The Coordinator will complete documents for nonprofit status, to facilitate obtaining cash and in-kind resources, and to promote an increased level of membership. Restoration of historic fishery and/or other biodiversity projects will be explored. In collaboration with BLM, campground presentations will be made on the value of fish biodiversity. Informational meetings will be held on the process of relicensing of the New Exchequer Dam and the value of fish biodiversity.

4. Performance Measures
The effectiveness of the Coordinator’s efforts will be measured through several quantifiable standards:

- The success of water quality monitoring will be measured through results interpreted from quarterly water monitoring. Adverse effects from growth and development will be identified and action plans will be developed.

- The success of work to protect and enhance water quantity through an outreach program on water conservation will be measured through evidence of 20 local landscapes in the community incorporating conservation best management practices.

- The success of work to create a watershed where public and private entities are informed and working to improve watershed conditions will be measured through a minimum of two new collaborative projects to promote water quality or conservation.

- The success of the work to improve ecological health of the watershed by protecting and promoting native plants in the watershed will be that 15 homeowners and/or local businesses will attend a workshop on native plants and 50% of those attending will complete individual native plant landscape plans.

- The success of promoting sustainability by creating conditions for continued participation in watershed improvement activities will be measured by a 20%
increase in the number of people who participate in activities that build capacity and develop stewardship.
Department of Conservation
2007 Watershed Coordinator Grant Program
Grant Agreement Requirement Checklist

The Grant Agreement (Agreement) is of no force or effect until all five copies are signed and dated by both parties (the Grantee and the Department of Conservation (DOC)). The Grantee shall not commence performance on the grant until the Agreement is signed and fully executed by DOC. In order to have the Agreement processed and fully executed by DOC, the Grantee must make sure that all of the items on the checklist are complete.

In order for DOC to issue a start work order in an expedited manner, please have the Agreement signed and postmarked no later than Friday, June 27, 2008. The State’s fiscal year ends on June 30, 2008 and Agreements signed by that date may start work promptly. Agreements signed and submitted after the June deadline may encounter significant delays in reimbursement, as payments may be on hold until the State budget is passed for the next fiscal year.

If you have any questions, or you will not be able to meet the June 27, 2008 deadline, please contact Grant Administrators David Thesell at (916) 445-0096 or dthesell@conservation.ca.gov or Gail Chun at (916) 323-8930 or gchun@conservation.ca.gov ASAP.

When the Agreement is fully executed on our end, we will call and notify the Grantee contact person of the Grant Start Date. At that point, the Grantee may commence performance on the grant.

The staff at DOC greatly appreciates your cooperation in getting the Agreements executed as soon as possible. We look forward to working with you on protecting and improving California’s valuable watersheds.

☐ The Grantee’s authorized official must sign and date all five (5) copies of the Agreement. In order for DOC to issue a start work order in an expedited manner, please have the Agreement postmarked no later than Friday, June 27, 2008. DOC staff will mail the grantee an original Agreement after it is fully executed by DOC.

☐ Check that all five (5) Agreement cover sheets are signed and dated by the authorized official representing the Grantee. All five copies must have original signatures (preferably in blue ink).

☐ Return all five (5) copies of the Agreement to the designated DOC grant manager at the address listed in Section 2 (page 2) of the Agreement. Use express mail if necessary. In order for DOC to issue a start work order promptly, the Agreements must be signed and postmarked no later than June 27, 2008.

☐ If a designee is authorized to sign the Agreement and/or invoices (in lieu of the authorized official), please attach an official Letter of Delegation. The designee may not be an individual paid out of the grant (such as the watershed coordinator). This rule is to insure that there is no conflict of interest.
If your mailing address has changed since the proposal was submitted, please contact your DOC grant manager right away and provide the new address, as payments will be mailed to the address on file.

The contact person listed on the Proposal Cover Sheet will be the contact person for the Grantee, unless DOC is notified otherwise. This person will be sent all correspondence related to the Agreement during the life of the grant. If there is a change or the organization wishes to designate someone else, please email this request to your designated DOC grant manager at the address listed in Section 2 (page 2) of the Agreement.

If applicable, please provide a list of subcontractors who will be used in the grant. Include contact information for each person listed such as: name, title, address, phone, fax, and email. Submit to DOC a signed copy of the full contract agreement with each subcontractor before they commence work on the grant. DOC must approve of the contract agreement before the subcontractor can start working. The subcontract must be in line with the Agreement Budget at Exhibit B, and show the hourly pay breakdown.

Submit the following to DOC within thirty (30) days of signing the Agreement:

A Resolution of Support from the governing body authorizing the execution of this agreement (refer to Exhibit D, Section 7 of the Agreement).

Certificates of Insurance (refer to Section 15, page 5 of the Agreement for details) including:

A. Worker's Compensation insurance
B. Commercial general liability insurance
C. Automobile liability insurance
# Grant Agreement

**GRANTEE:** Mariposa County Resource Conservation District

**PROGRAM:** Watershed Coordinator Grant Program

**GRANT NUMBER:** 3007-217

**AM. NO.:**

**MAXIMUM AMOUNT OF THIS GRANT:** $316,220.00

The Department and the Grantee hereby agree to the following:

1. This Grant Agreement specifies the terms and conditions for funding a Watershed Coordinator as awarded by the Department of Conservation's Division of Land Resource Protection. This grant has been awarded as a result of a proposal received in response to the Program’s Watershed Coordinator Grant Program Request for Proposals.

2. The grant term shall begin on the date upon which both parties have signed this Grant Agreement and end three years later.

3. The Terms and Conditions of this Agreement, including the Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C, and the Grantee Certification of Compliance at Exhibit D, are hereby made part of and incorporated into this Agreement.

4. The amount of this Grant Agreement shall not exceed $316,220.

---

**STATE OF CALIFORNIA**
**DEPARTMENT OF CONSERVATION**

**AUTHORIZED SIGNATURE**
John M. Lowrie, Program Manager

**PRINTED NAME AND TITLE**

**Mariposa County Resource Conservation District**
**GRANTEE**

**AUTHORIZED SIGNATURE**

**PRINTED NAME AND TITLE**

---

**CERTIFICATE OF FUNDING**

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<th>FUND TITLE</th>
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<td>Water Security, Clean Drinking Water, Coastal and Beach Protection, Fund of 2009</td>
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**TOTAL AMOUNT ENCUMBERED TO DATE** $316,220.00

**Signature of Accounting Officer**

**DATE** 6/16/08

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**Grant Agreement Cover Sheet**
TERMS AND CONDITIONS:

1. Grant Authority and Term
2. Grant Manager
3. Scope of Agreement
4. Modification - Changes
5. Subcontractors
6. Ownership of Property and Equipment
7. Stop Work Notice
8. Discretionary Termination
9. Budget Contingency
10. Disputes
11. Publicity and Acknowledgment
12. Copies of Data, Plans and Specifications
13. Site Visits
14. Governing Law/Locus
15. Insurance
16. Liability Indemnification and Waiver
17. Assignment
18. Grantee Independence/Not an Agent of the State
19. Severability/Unenforceable Provision
20. Timeliness
21. Discharge of Grant Obligations
22. Certification Clauses
23. Breach of Conditions/Remedy for Default
24. Competitive Bid Requirements
25. Conflict of Interest, Self-Dealing, and Need for Arm's Length Transactions
26. Recordkeeping Requirements
27. Audits
28. Payment
29. Reimbursement Limited to Net Costs
30. Invoicing
31. Administrative Costs
32. Match
33. Travel
34. Documentation of Time Spent
35. Reports

EXHIBITS:

A. Grant Summary
B. Budget
C. Implementation Schedule
D. Grantee Certification of Compliance
GRANT AGREEMENT

Terms and Conditions

1. Grant Authority and Term: (a) This Grant Agreement (hereinafter "Agreement") is between the California Department of Conservation, Division of Land Resource Protection (hereinafter "Department"), and the Mariposa County Resource Conservation District (hereinafter referred to as "Grantee"). Hereinafter, the Department and the Grantee collectively shall be referred to as "the Parties."

(b) The Parties mutually agree and understand that this Agreement is a legally binding document, inuring to the benefit of the public, which is authorized pursuant to a delegation from the Secretary of Resources Agency to the Department to implement the watershed program element of the California Bay Delta Act pursuant to Water Code section 79441(f). This Agreement is not a public works project subject to Labor Code section 1720 et seq. The purpose of this grant is to fund a position and direct support costs for the position, including minor equipment. Any and all references herein to "DLRP" shall also mean "Department." Any references to "contractor" herein, including references in this Agreement, in documents attached thereto, and/or in documents, statutes and regulations incorporated herein by reference, shall be deemed to be references to "Grantee."

(c) This Agreement is of no force or effect until signed and dated by both parties. Grantee shall not commence performance until the Agreement is signed and fully executed by the Department. The date the Agreement is fully executed by the Department constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end three (3) years after the Grant Start Date. This constitutes the Grant End Date.

(d) The signatories for this Agreement hereby certify that they are authorized to act on behalf of the Parties in approving this Agreement. The signatory for the Grantee further certifies that the Board of Directors or Board of Supervisors for the Grantee has endorsed Grantee's receipt of grant funds pursuant to this Agreement and performance of activities and expenditure of funds in a manner consistent with the Grant Summary at Exhibit A, the Budget at Exhibit B, Implementation Schedule at Exhibit C, and Grantee Certification of Compliance at Exhibit D.

2. Grant Manager: The Department Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving invoices and other documents delivered to the Department pursuant to this Agreement. The Grant Manager does not have the authority to control or direct specifically how the Grantee carries out activities authorized and funded pursuant to this Agreement, but must ensure that the Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. All official communication from the Grantee to the Division of Land Resource Protection (DLRP) shall be directed to: Gail Chun, Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 18-01, Sacramento, CA 95814.

3. Scope of Agreement: The terms and conditions of this Agreement constitute and contain the entire Agreement and understanding between the Parties, and may not be contradicted by evidence of any prior or contemporaneous oral agreement. Attachments to this Agreement, including the Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C and the Grantee Certificate of Compliance at Exhibit D, are hereby incorporated into the terms and conditions of this Agreement. The
2007 Request for Proposals (RFP) entitled, "Watershed Coordinator Grant Program," and the Grantee's proposal submitted in response to the RFP, are incorporated herein by reference. To the extent that any conflicts or inconsistencies exist between the terms and conditions of this Agreement, including the attached exhibits, and either the RFP or the Grantee's proposal, the terms and conditions of this Agreement shall prevail and be controlling.

4. Modifications - Changes: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, agreed to and signed by both parties. Major changes to the grant including, but not limited to, increases or decreases to the overall grant amount and substantial revisions to the Grant Summary, require formal amendment of this Agreement. Changes such as budget line item revisions of less than $1,000, minor task modifications, management staff adjustments, and minor changes in the Grant Summary may not require amendment of the Agreement, however, the Grantee shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.

5. Subcontractors: (a) The Grantee shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the Grantee and the Department. All subcontractor(s) specifically identified in the Grant Summary are considered to be acceptable to the Department. Any change in subcontractor(s) or change as to how the Grantee intends to use the services of a subcontractor shall require either a formal amendment of this Agreement or written change order. All approved subcontractors shall be managed by Grantee subject to the terms and conditions of this Agreement.

Nothing contained in this Agreement or otherwise shall create any contractual relation between the Department and any subcontractors and no subcontract shall relieve Grantee of its responsibilities and obligations under the terms of this Agreement. Grantee agrees to be fully responsible to the Department for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. Grantee’s obligation to pay its subcontractors is an independent obligation from the Department’s obligation to make payments to Grantee.

Grantee shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. Grantee shall monitor subcontractor’s performance of the terms and conditions set forth herein. Grantee and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require Grantee to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by Grantee.

6. Ownership of Property and Equipment: The Parties agree that the Department shall hold and retain throughout the term of this Agreement rights to and interest in personal property, including equipment, purchased with funds provided through this Agreement. In the event this Agreement is terminated before full performance and completion of all activities and work authorized and funded herein, the Grantee shall, within thirty (30) days of Grantee’s receipt of a written demand from the Department, surrender possession of and any rights to all such property specified in the Department’s written demand. After Grant End Date, and upon the Department’s determination that Grantee has complied with all terms and conditions of this Agreement and has completed all Grantee obligations reflected herein, the Department shall relinquish to the Grantee any and all rights to, and interests in, personal property, including equipment, purchased with funds provided through this Agreement.
7. **Stop Work Notice:** Immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under this Agreement.

8. **Discretionary Termination:** Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination, defined as termination occurring before full performance of all objectives and activities described in the Grant Summary and authorized for funding herein, a final payment will be made to the Grantee, if due, upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the Grantee to date of termination. Upon discretionary termination of this Agreement and upon receipt of a written demand from the Department, Grantee also shall relinquish to the Department possession and control of any property purchased pursuant to this Agreement.

9. **Budget Contingency:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, as determined at the discretion of the Department, this Agreement shall be terminated. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement to Grantee beyond the date of written notice of termination under this provision to the Grantee.

   If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the Department shall have the option to either: cancel this Agreement with no liability occurring to the Department, or offer an Agreement Amendment to Grantee to reflect a reduced amount.

10. **Dispute:** In the event of a dispute, the Grantee shall provide written notice of the particulars of such dispute to: Assistant Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 24-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen days of receipt of such notice, the Assistant Director or the Assistant Director’s designee shall advise the Grantee of his or her findings and a recommended means of resolving the dispute.

11. **Publicity and Acknowledgment:** (a) The Grantee agrees that it will acknowledge the California Department of Conservation's support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. The Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

   *The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation.*

   (b) The Grantee shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

   **Disclaimer**

   *The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Department of Conservation, or its employees. The Department makes no warranties, express or implied, and assumes no liability for the information contained in the succeeding text.*
(c) Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, Grantee shall provide the Department with an opportunity to review any and all references to the Department or the programs and laws that it administers in such materials and publications.

12. Copies of Data, Plans and Specifications: The Grantee shall, at the request of the Department or as specifically directed in the Grant Summary at Exhibit A, herein, provide the Department with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared under this Agreement.

The State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to any additional compensation.

13. Site Visits: The Department may conduct periodic site visits, at its own expense, to monitor progress during the grant term. Also, interim oral or written progress reports may be required to supplement the more formal status reports.

14. Governing Law/Locus: This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Agreement or performance thereunder, the locus is Sacramento, California.

15. Insurance: The Grantee shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the Grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

   a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.

   b. Commercial general liability insurance in the amount of $1,000,000 per occurrence and aggregate for bodily injury and property damage.

   c. Automobile liability in the amount of $1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The Grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of grant signature.

The certificate of insurance shall state a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

The Grantee shall notify the Department prior to any insurance policy cancellation or substantial change of policy.

16. Liability Indemnification and Waiver: (a) Grantee 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 the Grantee or its contractors, subcontractors, laborers, suppliers or employees in the performance of this Agreement.

(b) The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement.

17. Assignment: The Grantee’s interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part without the written consent of the Department.

18. Grantee Independence/Not an Agent of the State: In the performance of this Agreement, Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as officers or employees or agents of the Department.

19. Severability/Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

20. Timeliness: Time is of the essence in the performance of this Agreement. Grantee is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Implementation Schedule at Exhibit C. Grantee shall not incur costs pursuant to this Agreement past the Grant End Date.

21. Discharge of Grant Obligations: The Grantee’s obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the Department. The Grantee’s Board of Directors or Board of Supervisors shall adopt and certify as accurate the Final Report prior to its submission to the Department.

22. Certification Clauses: The Grantee hereby certifies its compliance with all applicable requirements contained in the Grantee Certification of Compliance at Exhibit D of this Agreement.

23. Breach of Conditions/Remedy for Default: (a) In the event of Grantee’s breach of any conditions or terms of this Agreement, the Department will give written notice to the Grantee, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to Grantee, or by personal delivery to Grantee’s place of business. If Grantee does not, within thirty (30) days after the notice is given, (1) cure the breach described in the Department’s notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then Grantee shall be in default under this Agreement.

(b) In the event of a default under this Agreement, the Department shall be entitled to all remedies available at law including, but not limited to, termination of the Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Agreement. Grantee may appeal such action by filing a dispute pursuant to Clause #10 herein.
EXPENDITURE, PAYMENT, REPORTING AND RECORDKEEPING PROVISIONS

24. Competitive Bid Requirements: Before making purchases of $500 or more for goods (including equipment) or services authorized in the Budget at Exhibit B, Grantee shall secure at least three competitive bids or price quotes. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon Grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the Department disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach pursuant to Clause #23 above.

25. Conflict of Interest, Self-Dealing, and Need for Arm's Length Transactions: Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, Grantee shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Agreement.

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm’s length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, “arm’s length transactions” are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity’s business and the entity chooses the lowest of the resulting bids. “Self-dealing” is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended.

26. Recordkeeping Requirements: (a) Grantee shall establish an official file for the project. The file shall contain documentation of all actions taken regarding this grant.

(b) Grantee shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail. Separate bank accounts are not required.

(c) Grantee shall maintain financial records in accordance with generally accepted accounting principles. Grantee shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Grantee’s records will permit tracing transactions from supporting documentation to the accounting records to financial reports and billings. Such documentation shall include proof of all match contributions, including identification of the source of each and every such contribution, and may include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review and/or audit by the Grant Manager or other representatives of the State.

(d) Subcontractor(s) employed by the Grantee and paid with moneys under the terms of this Agreement, shall be responsible for maintaining accounting records as specified above.
27. **Audits:** The Grantee agrees that the State and its representatives, including, but not limited to, the Department, the State Controller's Office and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the Grantee's records pertaining to this Agreement and to conduct reviews and/or audits related to this grant. Grantee shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified in Clause #26 above. Grantee shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later.

28. **Payment:** Except as otherwise provided herein, payments shall be made to Grantee no more than once every sixty (60) calendar days in arrears for actual costs authorized in the Budget at Exhibit B of this Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written progress reports and other documentation evidencing performance, as provided for in this Agreement.

Final payment will be made only after completion, to the Department's satisfaction, of objectives, work and activities identified in Exhibit A, including timely receipt of all required reports including the Final Report. The Department will not reimburse costs incurred after the Grant End Date.

Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

29. **Reimbursement Limited to Net Costs:** All costs charged against the grant shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

30. **Invoicing:** Invoices shall be submitted on a quarterly basis, unless an alternate schedule is agreed upon by both parties. An invoice form will be provided to the Grantee, which must be used to submit any and all invoices. **All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers.** The copies may be double-sided. The original invoice must have an original authorized signature. All expenditures (for reimbursement and match) must be itemized on the invoice form. For each expenditure of $500 or more, copies of supporting documentation (time sheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required and should be retained by the Grantee for record keeping and audit purposes. Match certification forms shall be submitted to support all reported match. Invoices are to be sequentially numbered and must tie to budget line items in the approved Budget at Exhibit B. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the Department. Individuals funded by this grant
shall not sign invoices. If there is a question as to the authority of the signee, which cannot be resolved to
the satisfaction of the Department, the invoice will not be paid.

Each invoice is subject to approval by the Grant Manager and DLRP Management, and possible audit by
the Accounting Office and the State Controller before payment may be disbursed. If an invoice is
questioned by the Department, the Grant Manager shall contact the Grantee within thirty (30) working
days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

Mail an original signed invoice, with all support documentation and match certification forms, and two
(2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: Gall Chun
801 K Street, MS 18-01
Sacramento, CA 95814

31. Administrative Costs: The Department may reimburse administrative costs pursuant to the Budget
located herein at Exhibit B. Grantee shall bill for reimbursement of such costs by including a separate
"administrative cost" line item on monthly or quarterly invoices submitted to the Department. The
amount of administrative costs billed on each invoice shall not exceed 15 percent of the amount being
requested from the Department. If, upon reviewing a submitted invoice, the Department determines that
an adjustment to the amount of direct costs billed is warranted, it may make proportional changes to the
amount billed for administrative costs.

32. Match: Grantees shall provide the cash and in-kind match amounts reflected in the Budget attached
as Exhibit B. Match contributions may be provided throughout the grant term. Grantee understands and
agrees to all of the following:

(a) Only those cost items eligible for reimbursement pursuant to the Budget at Exhibit B in this
Agreement may be used for match. For example, costs incurred before the Parties sign this Agreement
may not be used for match because such costs would not be eligible for reimbursement, having been
incurred outside the grant term.

(b) Match contributions shall come from a non-CALFED source such as private, city, county, state or
federal cash or in-kind contributions.

(c) Grantee hereby acknowledges and understands that the Department cannot be expected to anticipate or
know of funding constraints, requirements and criteria associated with other grant programs. It is the
responsibility of the Grantee, when considering use of funds or other contributions from such sources for
match, to consult with other grantors and funding sources to ensure that such use is acceptable,
appropriate and consistent with all applicable laws and administrative requirements.

(d) Match contributions, whether cash or in-kind contributions, shall be reflected in quarterly
invoices as they are expended by Grantee. A cumulative accounting of all match contributions shall be
provided in Quarterly Status Reports and at the end of the grant term as part of the Final Report.

(e) Documentation maintained by Grantee in support of cash match contributions shall clearly
demonstrate that the cash contribution was from a non-CALFED source and shall demonstrate that
Grantee expended the match amount in support of this Agreement. As to in-kind contributions,
documentation maintained by the Grantee shall identify the source of the contribution and the method used to calculate the value of the contribution.

(f) Evidence of Grantee’s failure to meet match requirements and/or match commitments reflected in Grantee’s grant proposal including, but not limited to, evidence that match-related information provided in Grantee’s proposal is false or materially inaccurate, may result in imposition of remedies available to the Department for breach of the Agreement, including grant termination and/or Grantee’s debarment from future grant opportunities.

33. **Travel:** Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit B. Travel by private or Grantee-owned automobile, necessary for the performance of this Agreement, shall be reimbursed at no more than 50.5 cents per mile. Grantee shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.

34. **Documentation of Time Spent:** Grantee shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, contractor or volunteer whose work in support of this Agreement is billed under the Agreement or used as match. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or objectives to which the individual’s time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

Submitted time sheets must contain the signature of both the watershed coordinator and the person who manages the coordinator (supervisor or appropriate contract official). Time sheets are required to document time worked by the watershed coordinator. Whether the coordinator is an employee or a contractor, time sheets must show a breakdown of the hours worked.

35. **Reports:** The Grantee shall submit to the Grant Manager Quarterly Status Reports, Annual Status Reports and a Final Report in a timely manner. The Department shall provide report forms. Reports shall be submitted on or before the dates specified in the Implementation Schedule at Exhibit C.

Failure to comply with the reporting requirements specified above shall constitute a breach of this Agreement and may result in the Department taking action pursuant to Clause #23 of this Agreement.
Exhibit A
GRANT SUMMARY

This grant is for the purpose of funding a Watershed Coordinator position for the Mariposa County Resource Conservation District (Grantee). The watershed that is intended to benefit from the activities of the Grantee’s Watershed Coordinator is (are) the Upper Merced Watershed(s) [HUC reference #(#s)] 18040008.

I. Goals and Objectives: The Grantee’s goals in accepting funding and hiring a watershed coordinator pursuant to this Agreement are those stated in the Grantee’s proposal and are incorporated herein by reference. The Grantee’s work plan goals and objectives are outlined in the Grantee’s proposal and are also incorporated herein by reference.

II. Work Plan and Performance Measures: Grantee shall meet the above-referenced goals and objectives by substantially following the work plan included in Grantee’s proposal and incorporated herein by reference. Grantee shall measure its success in meeting the stated goals and objectives through the use of performance measures established therein.

Grantee acknowledges and agrees that receipt of grant funds pursuant to this Agreement is contingent upon Grantee modifying performance measures reflected in the attached work plan to the Department’s satisfaction within 30 calendar days after both parties have signed this Agreement, if so requested. Grantee’s failure to comply with this condition may result in cancellation of this Agreement and award of the associated grant funds to another applicant.

III. Reports: The Grant Manager will provide grantees with templates that are to be used for submitting all required reports. All reports shall be submitted electronically and via hard copy. Reports shall be submitted in a timely manner in accordance with the Implementation Schedule at Exhibit C. All reports shall list the Grantee name, mailing address, and phone number. The grant number, date, and reporting period. The preparer’s name and title, phone number and email address.

A. Quarterly Status Reports: Grantee shall file Quarterly Status Reports with the Department. Quarterly Status Reports shall cover three (3) months of work and be postmarked no later than the dates specified in the Implementation Schedule at Exhibit C. A separate Quarterly Status Report is not required for the last quarter of each yearly cycle, as that information shall be incorporated into the Annual or Final Report. Submit one electronic copy and one hard copy of each report. Double-sided reports are acceptable. At a minimum, Quarterly Status Reports shall provide the following:

1) Work Plan progress
2) Bulleted summary of major accomplishments and achievements for the quarter
3) Status on achieving performance measures
4) Short narrative report
5) Copies of all materials produced to date during the quarter
6) If available, photos of events coordinated by the watershed coordinator. Digital format preferred.
7) If applicable, a list of all grant proposals resulting from the watershed coordinator’s efforts. Identify which proposals have been approved for funding. List the title of the grant program, the amount requested, the amount funded, and a grand total.

B. Annual Status Reports: Grantee shall file Annual Status Reports with the Department. Annual Status Reports shall cover work done over the entire year and be postmarked no later than the dates specified in the Implementation Schedule at Exhibit C. A separate Annual Status Report is not required for the last year, as that information shall be incorporated into the Final Report. Submit one electronic copy and one hard copy of each report. Double-sided reports are acceptable. At a minimum, Annual Status Reports shall provide the following:

1) Work Plan progress
2) Bulleted summary of major accomplishments and achievements for the year
3) Status on achieving performance measures
4) Narrative report focusing on the entire year
5) Copies of all materials produced to date during the quarter
6) If available, photos of events coordinated by the watershed coordinator. Digital format preferred.
7) If applicable, a list of all grant proposals resulting from the watershed coordinator’s efforts. Identify which proposals have been approved for funding. List the title of the grant program, the amount requested, the amount funded, and a grand total.
8) If applicable, a list of any additional funding, donations, in-kind services, etc., secured by the watershed coordinator to benefit the watershed. List the sources and monetary amounts or equivalent value.

C. Final Report: Grantee shall file a Final Report with the Department no later than July 31, 2011, as specified in the Implementation Schedule at Exhibit C. The Final Report shall cover the entire three-year period of the grant. Submit one electronic copy and one hard copy of the report. Double-sided reports are preferred. At a minimum, the Final Report shall provide the following:

1) Work Plan progress
2) Bulleted summary of major accomplishments and achievements for the entire grant period
3) Status on performance measures
4) Narrative report with emphasis on the following:
   a) Evaluation of the grant’s effectiveness
   b) Discussion about the objectives, performance measures, and activities that occurred during the grant period.
   c) Discussion of problems and concerns that may have arisen and corrective action taken.
   d) Any conclusions or recommendations for follow-up watershed improvements
5) Copies of all materials produced to date during the quarter
6) If available, photos of events coordinated by the watershed coordinator. Digital format preferred.

7) If applicable, a list of all grant proposals resulting from the watershed coordinator’s efforts. Identify which proposals have been approved for funding. List the title of the grant program, the amount requested, the amount funded, and a grand total.

8) If applicable, a list of any additional funding, donations, in-kind services, etc., secured by the watershed coordinator to benefit the watershed. List the sources and monetary amounts or equivalent value.

The grant will end three-years from the Grant Start Date. Work completed after the Grant End Date is not reimbursable through the grant. The Final Report must be postmarked no later than 30 days after the Grant End Date.

Grantee acknowledges and agrees that the Department shall not release final payment pursuant to this Agreement unless and until the Department has received from the Grantee all reports, including a Final Report that complies with the above requirements, and the Grantee fulfills all other applicable requirements in this Agreement including all match requirements in the Budget at Exhibit B.

D. Workshop Attendance Requirements: Grantee shall attend workshops at places and times of Department’s choosing. Department has the right to waive requirements as needed. Grantee is responsible for covering travel and lodging costs for staff attendance. The following workshops are planned:

1) Initial Workshop to review invoicing and reporting requirements of the grant program. These workshops will be held at different locations across the state. Attendance at one workshop by the watershed coordinator and/or grant manager is mandatory. Time, date, and locations to be announced.

2) Annual Workshop for watershed coordinators to present summaries of their annual reports and share information and ideas with other coordinators. Times, dates, and locations to be announced.

3) Training Workshops to enhance watershed coordinator skill set. Topics, times, dates, and locations to be announced.

4) Final Workshop for watershed coordinators to present summaries of their final reports and share information and ideas with other coordinators. Time, date, and location to be announced.
<table>
<thead>
<tr>
<th></th>
<th>Total Budget (B)</th>
<th>DOC Grant (C)</th>
<th>In-kind Match (D)</th>
<th>Cash Match (E)</th>
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<tbody>
<tr>
<td><strong>Salaries and Wages (G)</strong></td>
<td></td>
<td></td>
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<tr>
<td>For each position list:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>__ hours @ $__/hr</td>
<td></td>
<td></td>
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<tr>
<td>Watershed Coordinator (Only authorized position for funding) 6,240 hrs @ $31/hr (3 yr avg)</td>
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<tr>
<td>Benefits for Watershed Coordinator</td>
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<td>27,180</td>
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<td>Technical Assistance (Match only) 380 hrs @ $50/hr</td>
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<td>GIS Technical Support (Match only) 40 hrs @ $35/hr</td>
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<td>Grant writer (Match only) 20 hrs @ $50/hr</td>
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<td>Copy machine</td>
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<td></td>
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<tr>
<td>Testing, sampling materials</td>
<td>1,500</td>
<td>636</td>
<td>864</td>
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<tr>
<td>Computer (laptop)</td>
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<tr>
<td>PowerPoint Projector</td>
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<tr>
<td>Groundwater model</td>
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<tr>
<td>Computer (desktop) and software</td>
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<tr>
<td>GPS</td>
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<td>Digital camera</td>
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<td>Watershed model</td>
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<td><strong>Operating Costs (J)</strong></td>
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<tr>
<td>Rent</td>
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<td>Utilities</td>
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<td>Column 2</td>
<td>Column 3</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Telephone &amp; internet services</td>
<td>7,200</td>
<td>7,200</td>
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<td>Office supplies</td>
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<td>Printing</td>
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<td>Postage</td>
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<tr>
<td>Meeting room rental</td>
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<tr>
<td>Conference attendance</td>
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<td>3,000</td>
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<td>Mileage (.505 per mile)</td>
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<td><strong>Subtotal (K)</strong></td>
<td>342,649</td>
<td>274,974</td>
<td>67,675</td>
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<td>Administration (L)</td>
<td>41,246</td>
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<tr>
<td><strong>TOTAL (M)</strong></td>
<td>383,895</td>
<td>316,220</td>
<td>67,675</td>
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<tr>
<td>Match Percentage Provided (N)</td>
<td>N/A</td>
<td>N/A</td>
<td>21%</td>
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### Exhibit C

**IMPLEMENTATION SCHEDULE**

<table>
<thead>
<tr>
<th>Task</th>
<th>Implementation / Completion Date¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Invoices</td>
<td>Quarterly – Commencing three months from Grant Start Date</td>
</tr>
<tr>
<td>Submit Quarterly Reports</td>
<td>Quarterly – Commencing three months from Grant Start Date</td>
</tr>
<tr>
<td>Submit Annual Reports</td>
<td>Annually – One year from Grant Start Date</td>
</tr>
<tr>
<td>Attend mandatory DOC training and information sharing workshops</td>
<td>Times, dates and locations to be determined by DOC</td>
</tr>
<tr>
<td>All work must be completed²</td>
<td>Grant End Date = Three (3) years from Grant Start Date, but no later than July 31, 2011</td>
</tr>
<tr>
<td>Submit Final Report and Final Invoice³</td>
<td>No later than July 31, 2011</td>
</tr>
</tbody>
</table>

¹If a due date falls on a weekend or holiday, the deliverable will be due the following weekday. Reports shall be postmarked by the due dates or be considered non-compliant with the terms of the grant agreement.

²The grant will end three (3) years from the Grant Start Date, but no later than July 31, 2011. The Department of Conservation cannot reimburse grantees for any work completed after the Grant End Date or July 31, 2011, whichever date occurs sooner.

³Both the Final Report and Final Invoice must be postmarked no later than this date.

Any changes to the implementation schedule must have prior approval from the Department of Conservation.
Exhibit D
GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. **Americans with Disabilities Act:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

2. **Nondiscrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractor(s) shall not 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 (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, 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 herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

3. **Recycling Certification:** The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. **Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person’s or organization’s policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and
4) penalties that may be imposed upon employees for drug abuse violations.
(c) Every employee who works on the Agreement will:

1) receive a copy of the company’s drug-free workplace policy statement; and
2) agree to abide by the terms of the company’s statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. Labor Code/Workers Compensation: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700).

6. Child Support Compliance Act: For any Agreement in excess of $100,000, the Grantee acknowledges accordance with the following:

(a) The Grantee 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 Grantee, 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.

7. Resolution of Support: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

8. Air or Water Pollution Violation: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. Compliance with Other Laws, Including CEQA: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. Payee Data Record Form (Std. 204): This form must be completed by all contractors and grantees and submitted to the State before the start of any grant.