Contacts
For questions about this solicitation, please contact the Department by email at wcp@conservation.ca.gov.
Conventional sprinkler irrigation at Leafy Greens, operated by farmer Tom Heess, in the Salinas Valley of California on Thursday, June 16, 2011. Leafy Greens grows row crops of lettuce, broccoli, cauliflower sweet peas and seed beans. He uses rotational crop plantings to control weeds and plant disease. When a plot of land is at rest, he plants a cover crop of barley and rye grass because the roots hold the topsoil reducing erosion of the soil. He is converting his irrigation system from conventional sprinklers (seen) to micro irrigation. Where one system produces runoff and erosion of the soil (seen in foreground); the other has little or no erosion, less maintenance, easy harvest and less water is needed. When seasonal rains produce runoff, the silt that flows with it is caught in sediment ponds (left and right of pathway). The ponds have grass, bushes and trees to hold the structure and allow the silt to settle. Spillways lead to holding ponds and eventually the Salinas River, a tributary of the Monterey Bay National Marine Sanctuary. So far, because of its design and efficiency, no water has made it to the river. Photo by U.S. Department of Agriculture.
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2020 Sustainable Groundwater Management
Watershed Coordinator Grant Program

At-A-Glance

Program
This solicitation specifies the eligibility and evaluation criteria, application process, grant award and grant administration processes for grants funded under this program for watershed coordinators to develop and implement watershed improvement plans consistent with Proposition 50 water bond funding requirements and to support implementation of related groundwater sustainability plans developed pursuant to the Sustainable Groundwater Management Act.

Funding Source
This program is funded by the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50).

Critical Dates (proposed, subject to change)
Draft Solicitation released for comment—April 3, 2019
Close public comment period—April 30, 2020
Solicitation released—May 15, 2020
Public Workshop 1 (North/Sacramento)
Public Workshop 2 (South Valley/Fresno)
Public Workshop 3 (Central Coast/San Luis Obispo)
Applications due—July 30, 2020
Awards announced—September 15, 2020

Contact for Questions
Department of Conservation
Division of Land Resource Protection
Watershed Coordinator Grant Program Manager
wcp@conservation.ca.gov
(916) 324-0850
1. Background

The 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program (Program) funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the CALFED Programmatic Record of Decision and Groundwater Sustainability Plans developed by local Groundwater Sustainability Agencies pursuant to the Sustainable Groundwater Management Act (SGMA). Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities focusing on areas significantly impacted by SGMA implementation.

This solicitation is designed to provide the information necessary for applicants to successfully complete a grant application.

2. Funding Availability

This program is funded by the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50). The Budget Act of 2019 (AB 74, Ch. 23, Stat. 2019) appropriated $1.5 million to the Department for grants to local entities to fund watershed coordinator positions to develop and implement watershed improvement plans consistent with the Department’s earlier Proposition 50 Watershed Coordinator Grant Programs. The 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program will implement this appropriation.

The maximum limit on the amount of each grant proposal is $200,000. Proposals may request less than this maximum amount.

3. Objectives

The goal of the Program is to improve watersheds and related groundwater sustainability by supporting local watershed and groundwater improvement efforts. To do this, the Program will fund watershed coordinator positions to facilitate watershed and groundwater improvement efforts areas of the state most immediately impacted by the implementation of SGMA, basins designated as high and medium priority.

The Program offers organizations a unique opportunity to implement watershed improvements and facilitate local SGMA implementation through a coordinated collaborative process. A major goal of this program is to foster collaboration and partnerships and applicants are therefore strongly encouraged to work cooperatively with other organizations to formulate comprehensive proposals.

The Program emphasizes that collaboration between diverse entities at the regional scale is critical to efficiently meet the state’s goals and address variations in water management conditions throughout California.

Projects funded under this solicitation will be for watershed coordinators that:

- develop and implement watershed improvement plans consistent with related groundwater sustainability plans developed pursuant to SGMA and
- are within a watershed containing at least one SGMA basin identified in Appendix D
1. Eligible Applicants

Eligible applicants are: (1) special districts; (2) nonprofit groups (with 501(c)(3) status); (3) local governments; (4) federally recognized California Native American tribes, (5) non-federally recognized California Native American tribes; and (6) Groundwater Sustainability Agencies.

Eligible applicants must be locally-based, which are defined as those that maintain a local office and focus on issues within the watershed or community that is the focus of the application.

Eligible applicants must have watershed-related goals as part of their current long-range or strategic plans.

Partnering and Cooperation

This grant program encourages partnering and cooperation within watersheds. To ensure a wider distribution of grants, no more than one full-time coordinator position will be awarded per proposal. Proposals should demonstrate multiple, committed partnerships and extensive cooperation with other agencies, organizations, or entities.

Partnering is defined as commitments by other organizations, government agencies, private citizens or volunteer groups to provide matching funds or in-kind services. Partnerships must be evidenced by letters of commitment and/or other signed documents, which explain the relationship and outline the partner’s contributions.

Cooperation is defined as working with other organizations, government agencies, or groups to ensure that all entities work in agreement and are non-duplicative of each other’s activities. Cooperation may be evidenced by letters of support, signed agreements, board resolutions, or other signed documents.

2. Eligible Projects

The Watershed Program includes the following elements:

- Supporting local watershed activities. Implementing watershed restoration, maintenance, and conservation activities that support the goals and objectives of the program, including improved river functions.
- Facilitating coordination and assistance. Facilitating and improving coordination and assistance between government agencies, other organizations, and local watershed groups.
- Developing watershed monitoring and assessment protocols. Facilitating monitoring efforts that are consistent with program protocols and support watershed activities that ensure that adaptive management processes can be applied.
- Supporting education and outreach. Supporting resource conservation education at the local watershed level and providing organizational and administrative support to watershed programs.

Minimum Eligibility Requirements

Minimum eligibility requirements for all projects funded under this solicitation can be found in Section 4.
Project Location

Eligible projects are those that address one watershed, comprised of one or more SGMA high- or medium-priority sub-basins. A list of these basins is provided in Appendix D. Each proposal may also include work on lands that are hydrologically connected to the groundwater basin of the proposed watershed.

Project Types

The following four project types are eligible for funding under this solicitation:

- Local watershed activities
- Coordination and assistance
- Watershed monitoring and assessment protocols
- Education and outreach

Proposals may be submitted for projects on public lands or for voluntary projects on private lands.

Eligible Activities

A. Local watershed activities:
- Implementing watershed restoration, maintenance, and conservation activities that support the goals and objectives of the program, including improved river functions.

B. Coordination and assistance:
- Defining critical biophysical and social units for analysis and projects;
- Establishing regional priorities for areas most in need of enhanced management to improve water resources and watershed conservation;
- Identifying and pursuing traditional and new sources of funding and public-private partnerships; and
- Accomplishing watershed-scale implementation of the actions proposed.

C. Watershed monitoring and assessment protocols:
- Facilitating monitoring efforts that are consistent with program protocols and support watershed activities that ensure that adaptive management processes can be applied.

D. Education and outreach
- Supporting resource conservation education at the local watershed level and providing organizational and administrative support to watershed programs.
3. Eligible Costs

Only eligible costs incurred during the grant agreement term that are related to the project will be reimbursed. All eligible costs must also be reasonable and supported by appropriate documentation to be reimbursed. All eligible costs must, to the satisfaction of the Department, support the work plan and be directly related to, and in support of, the watershed coordinator position.

The eligibility requirements for reimbursement also apply to match funding. If an expenditure is unallowable for reimbursement, it cannot be counted as match.

Reasonable

For an eligible cost to be considered reasonable, the cost, in its nature and amount, must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of project.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this project.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- Whether the cost significantly deviates from the acquiring entity’s established practices and policies regarding the incurrence of costs.

Direct Costs

1. Salary for one full-time equivalent watershed coordinator (employee or contractor) for a maximum of two years (2 FTE total maximum per project), including benefits.
2. Consultant/Contractor services for project needs such as facilitation or technical services.
3. Travel. Eligible travel costs are limited to a maximum of $2,500 and can only be used for in-state travel for the watershed coordinator as necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:
   - Accommodation-related travel costs: maximum reimbursement rates based on county as shown at: [http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx](http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx), with no option for approval of an "excess lodging rate."
   - Rental car costs or personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: [http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx](http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx).
   - Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
   - No other travel-related costs will be reimbursed through this grant program.
4. Other direct costs such as:
   - Required equipment, such as a personal computer and software (up to $2,000 maximum) (see Exhibit D: Special Terms and Conditions, item 13, Equipment Purchase)
   - Technical software other than basic word processing programs (if supported by the work plan)
   - Attendance at seminars, training workshops, and conferences supported by the work plan (up to $3,000 maximum)
   - Minor meeting expenses, such as printing and mailing costs (excluding food and drinks), parking
   - Office supplies

Administrative Costs

Administrative costs may account for no more than 20% of the total grant award and may include those costs incurred by an organization to administer the grant, such as:

   - Office supplies
   - Rent for the watershed coordinator’s office space (prorated per staff member)
   - Administrative support for the watershed coordinator
   - Operating expenses, such as copying, printing, and mailing costs, telephone service
   - Legal or management oversight for the watershed coordinator
   - Prorated general liability, Workers’ Compensation (may be included in payroll), and automotive insurance
   - Prorated auditing services required in normal course of business

4. Ineligible Costs

The purpose of this grant program is to fund watershed coordinator positions and support costs that are absolutely necessary for watershed coordinators to complete their duties as identified in the work plan. The grant cannot pay for project-related costs, or for coordinators to conduct tasks normally associated with office manager or administrative staff positions.

Common examples of ineligible costs are:

   - Costs associated with ineligible projects or activities or not related to the funded work plan;
   - Costs that occur outside the Grant Agreement term
   - Meals, incidentals, tips, per diems, or refreshments for meetings or travel
   - Office equipment/supplies (except for as allowed for the watershed coordinator)
   - Insurance not listed above
   - Out-of-state travel and activities
   - Food and drinks of any kind
   - Maintenance expenses
Section 3: Project Priorities

SGMA requires local agencies in high and medium priority groundwater basins to establish groundwater management agencies (GSAs) to develop groundwater sustainability plans (GSPs). The GSPs must define and manage groundwater conditions such that groundwater basins are brought into balanced levels of pumping and recharge while avoiding undesirable results. Under SGMA, these basins should reach their locally defined sustainability goal within 20 years of implementing their GSPs. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline.

The Department will prioritize projects for those activities that do so by that address the following priorities:

- Supporting local watershed activities. Implementing watershed restoration, maintenance, and conservation activities that support the goals and objectives of the program, including improved river functions and groundwater recruitment;
- Facilitating coordination and assistance. Facilitating and improving coordination and assistance between government agencies, other organizations, and local watershed groups;
- Developing watershed monitoring and assessment protocols. Facilitating monitoring efforts that are consistent with program protocols and support watershed activities that ensure that adaptive management processes can be applied; and
- Supporting education and outreach. Supporting resource conservation education at the local watershed level and providing organizational and administrative support to watershed programs.
Section 4: Application, Selection, and Award

1. Application Materials and Submission

The application template is provided in Appendix C and is available on the Department’s website. Applicants should familiarize themselves with this Solicitation prior to completing the application.

Applicants must submit all required application materials via email to wcp@conservation.ca.gov. Applications must be received digitally by 11:59 p.m. on the date due.

Incomplete applications, applications that don’t meet all the eligibility criteria, and applications not received by the deadline will not be evaluated for funding.

Each applicant will receive an acknowledgement upon the Department’s receipt of their application.

The schedule for this solicitation is provided in the “At-A-Glance” section of this solicitation. The schedule is subject to change.

Details, documents, and any other materials related to this program, such as applications, grant agreements, reports, expenditures, photos, are public records that may be publicly released in accordance with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.).

2. Application Review Process

Applications will be evaluated and scored by Department of Conservation and a review panel comprised of individuals with appropriate qualifications, collectively “reviewers.”
3. Eligibility Criteria

Below are the Eligibility Criteria upon which each proposal will be evaluated. Applications must receive a ‘yes’ on all eligibility criteria to be considered for funding under this solicitation.

<table>
<thead>
<tr>
<th>Eligibility Criteria</th>
<th>Y/N</th>
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<tr>
<td>Applicant is an eligible applicant</td>
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<td>• is a (1) special districts; (2) nonprofit groups (with 501(c)(3) status); (3) local governments; (4) federally recognized California Native American tribes, (5) non-federally recognized California Native American tribes; or (6) Groundwater Sustainability Agencies.</td>
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<td>• is locally-based</td>
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<td>• has watershed-related goals as part of its current long-range or strategic plans</td>
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<td>Applicant has overall capacity to administer the grant and proposal.</td>
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<tr>
<td>Application is for an eligible project type</td>
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<td>Application is for an eligible watershed</td>
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<td>Application evidences commitment to collaborate with governmental entities and diverse stakeholder groups</td>
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<td>Application will provide local assistance to identify, prioritize, and coordinate complimentary local watershed activities that engage land-based solutions in helping to meet the recommendations of the local SGMA groundwater sustainability plan(s)</td>
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<tr>
<td>Application is complete and was received by the deadline</td>
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<td>CEQA compliance for the project, if required, has been completed</td>
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4. Selection Criteria

After confirming that the application is eligible, reviewers will evaluate each proposal using the Selection Criteria outlined below.

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<th>Points</th>
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**Benefits to the Watershed.** The extent to which the application provides significant public benefits to the watershed. In evaluating the significance of benefits identified, the Department may consider the extent of the documentation provided by the applicant relative to the proposed benefits.

**Program Goals.** The extent to which the proposal meets the priorities outlined in the Project Priorities section of the Solicitation. In evaluating this criterion, the Department may consider the extent to which a project addresses a single priority as well as the number of priorities addressed.
Performance Measures. The extent to which the performance measures document performance of actions consistent with furtherance of the objectives of this program. /15

Sustainability. The extent to which the application demonstrates benefits will be sustained after the life of the grant. /5

Disadvantaged Community Benefits. The extent to which the proposal serves or benefits a severely disadvantaged community, including by providing workforce education, training, contractor, and job opportunities disadvantaged communities. Projects that serve severely disadvantaged communities will receive more points. /5

Work Plan. The extent to which the work plan tasks are feasible and are:
- consistent with the goals and objectives of Sustainable Groundwater Management Watershed Coordinator program;
- support implementation of local Groundwater Sustainability Agency recommendations and plans
- promote local community involvement /5

Budget. The extent to which the proposed budget is appropriate for the work proposed, is cost effective, and is sufficiently detailed to describe project costs. The Department may consider the feasibility of completing the project within the proposed budget. /5

| Total proposal points/Total possible points | /100 |

5. Grant Awards and Execution

Project Selection

The projects and selection scoring will be presented to the Director of the Department who will consider the comments and recommendations of the reviewers and make the final funding decision. The Director of the Department will make the final determination as to which projects are approved for award. The Department will notify applicants within 10 days of the Director’s determination as to whether their project was approved for funding.

Eligible projects will be presented to the Director in ranked order based on the amount of points received during the selection criteria evaluation. The Director may consider the following when making awards:

- Selection criteria ranking
- The extent to which projects meet the priorities outlined in the Project Priorities section of this solicitation
- The extent to which projects address the program priorities outlined in Section 3 of the Solicitation
- The availability of funds
- The program purposes
- The balance and distribution of funding among program priorities, project types, and/or geographic area.
1. Grant Awards

Grants will be awarded in accordance with the process set forth above. Successful applicants will work with an assigned Department grant manager to finalize their grant agreement.

2. Grant Agreements

All grantees will be required to enter into a grant agreement with the Department of Conservation. Grantees work with an assigned grant manager to develop their grant agreement. Grant agreements will not be executed until authorized by the Department of Conservation and will be effective upon execution by the Department of Conservation’s authorized signatory. The Department may require modifications to project in the grant agreement. All contents of this application will be included in the grant agreement.

3. Responsibility of the Grantee

The grantee will be responsible for carrying out the project and for managing finances, including invoicing; payments to contractors, subcontractors, and suppliers; accounting and financial auditing; and other project management duties such as monitoring and reporting requirements.

4. Invoicing and Reimbursement

Funds cannot be disbursed until there is a fully executed grant agreement. Expenses incurred prior to full execution of a grant agreement are not eligible for reimbursement.

Reimbursement

Grant agreements will be structured to provide for reimbursement in arrears of work performed.

Loss of Funding

Actions of the grantee that may lead to suspension or cancellation of the grant agreement include, but are not limited to:

- Failure to execute an agreement within six months of receiving an official funding notification;
- Withdrawal from the grant program prior to completion of the work plan;
- Failure to submit required documentation within the time periods specified in the grant agreement;
- Change in project scope, schedule, or budget without prior approval;
- Failure to complete the project within the grant agreement term;
- Failure to demonstrate sufficient progress toward deliverables based on milestones outlined in the work plan;
• Failure to comply with applicable laws or grant requirements.

5. State Audits

Projects are subject to audit by the state annually and for three (3) years following the final payment of grant funds. If the project is selected for audit, the grantee will be contacted in advance of the audit. The audit will include all books, papers, accounts, documents, or other records of grantee, as they relate to the project. All project expenditure documentation should be available for an audit, whether paid with grant funds or other funds.

The grantee must have project records, including source documents and evidence of payment, readily available and must provide an employee with knowledge of the project to assist the auditor. The grantee must provide a copy of any document, paper, record, or other such material requested by the auditor.

6. Accounting Requirements

Grantees must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards;
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and time cards, evidence of payment, etc.;
- Provides accounting data so the total cost of each individual project can be readily determined; and,
- Maintains records for a period of three (3) years after final reimbursement is made by the state. Grantee must retain all project records at least one (1) year following an audit.
Section 6: General Requirements

1. Confidentiality

Once the application has been submitted, any privacy rights, as well as other confidentiality protections afforded by law with respect to the application package may be waived. All applications, communications, or other documentation received by Department of Conservation are subject to the Public Records Act (Government Code § 6250, et seq.).

2. Conflict of Interest

All applicants and individuals who participate in the review of submitted applications are subject to applicable conflict of interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through this Solicitation. Applicants should also be aware that certain local agencies may submit applications that will compete for funding. Failure to comply with the conflict of interest laws, including business and financial disclosure provisions, will result in rejection of the application and any subsequent grant agreement being declared void. Other legal actions may also be taken.

3. Compliance with Laws

Activities funded under this Solicitation must be in compliance with applicable laws and regulations, and applications may include in their budgets the funding necessary for compliance-related tasks. As part of the application, applicants must identify expected required permits, state whether they have received the required permits or describe the process through which the permits will be obtained, and indicate which permits could significantly delay project implementation.

4. Environmental Compliance

Activities funded pursuant to this Solicitation must be in compliance with applicable environmental laws and regulations, including the California Environmental Quality Act, National Environmental Policy Act and other environmental permitting requirements. Applicants must consider whether their proposed project will trigger the need for an initial study, or whether a CEQA exemption applies. How CEQA applies and the status of CEQA compliance must be addressed in the grant application.

5. Prevailing Wage

Grants awarded consistent with this Solicitation may be subject to prevailing wage provisions of the California Labor Code commencing with section 1720. Any questions of interpretation regarding the California Labor Code should be directed to the Director of the Department of Industrial Relations, the state department having jurisdiction in these matters. For more details, please refer to the Department of Industrial Relations website.
Appendix A: Environmental Compliance

The Department is required to comply with the California Environmental Quality Act (CEQA). Applicants should consider whether their proposed project will trigger the need for an environmental impact report or negative declaration, or whether a CEQA exemption applies. How CEQA applies and the status of CEQA compliance must be addressed in the grant application.

Prior to submission of an application, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with Public Resources Code section 21000) and California Code of Regulations Title 14 section 15000 et seq. (“CEQA”)).

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State reviewing an application for a proposed project, one of the following must be submitted.

a. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.

b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program.

c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse responses received by the applicant.

*For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

Pursuant to section 75102 of the Public Resources Code, before the adoption of a Negative Declaration or Environmental Impact Report, the lead agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native American Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.
This is the application for 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program. The Solicitation detail the background and requirements to apply for funding under the program.

**Application instructions**

- Each application must contain all of the materials listed in the checklist below.
- Materials should be presented in the order indicated on the checklist.
- Please complete all materials using an easy-to-read font, 11 point or larger.
- In the header or footer of each page of the application, applicants must include: (1) name of applicant and (2) sequential page numbers.
- Materials not specifically requested (e.g., press clippings or brochures) will not be considered during the evaluation.

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<td>1.</td>
<td>Cover Sheet</td>
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<td>2.</td>
<td>Executive Summary</td>
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<td>3.</td>
<td>Applicant Capacity</td>
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<td>Application Questions</td>
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<td>Work Plan</td>
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<td>Budget</td>
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<td>7.</td>
<td>Project Maps</td>
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<td>CEQA Documentation</td>
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<td>9.</td>
<td>Authorizing Resolution from Governing Body</td>
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<td>10.</td>
<td>Match/Partner Letters/Documents</td>
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<td>11.</td>
<td>Cooperator Letters/Documents</td>
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1. Cover Sheet

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<th>Project Information</th>
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<tbody>
<tr>
<td>Project Title</td>
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<td>Location (County and City)</td>
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<td>Senate:</td>
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<tr>
<td>Assembly:</td>
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<tr>
<td>SGMA Sub-basin(s) (see Appendix B – List of Priority Watersheds)</td>
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<tr>
<td>Severely Disadvantaged Community</td>
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<td>Grant Request Amount</td>
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<td>Match Amount</td>
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<td>Total Estimated Project Cost</td>
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<tr>
<td>Organization Type</td>
</tr>
<tr>
<td>Federal Employer ID Number</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>Contact Person</td>
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<td>Title</td>
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<tr>
<td>Phone Number</td>
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<tr>
<td>Email Address</td>
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</tbody>
</table>
2. Executive Summary (1/2-page maximum)

This section will concisely summarize the purpose of the proposal, including how it relates to the SGMA. In addition, this section should list any participating local governments or other partners and include a brief description of the watershed characteristics and demographics.

3. Applicant Eligibility and Capacity

Eligibility

Applicants must provide all the following to demonstrate eligibility:

- Documentation showing that entity is (1) special districts; (2) nonprofit groups (with 501(c)(3) status); (3) local governments; (4) federally recognized California Native American tribes, (5) non-federally recognized California Native American tribes; or (6) Groundwater Sustainability Agencies.
  
  Non-profit groups must provide copies of the most recent Federal form 990 and IRS 501(c)(3) Tax Determination Letter.

- Evidence that maintains an office within the Project’s watershed or community.

- Evidence that applicant focuses on issues within the Project's watershed or community.

- Copy of the applicant's current long-range or strategic work plan having watershed-related goals.

Capacity

Applicants must provide a short narrative description of their capacity to successfully implement the grant, should the project be funded. This description should address:

- How the applicant’s board and/or management structure will contribute to the effective execution of project tasks.

- Any professional staff within the applicant’s employ who are qualified to develop and successfully implement the tasks outlined in the proposal. The response should include a description of the skills and experience of such staff or, if the applicant does not possess such expertise, how the applicant will acquire this expertise.

- Any financial resources at the applicant’s disposal to support the implementation of the grant.

- Any additional resources the applicant can draw on to ensure his/her success. Resources include, but are not limited to volunteers, physical capital, and existing partnerships.

Applicants must provide at least two of the following to demonstrate capacity:

- Evidence of previous experience successfully implementing grants similar in size and scope within the last three (3) years.

- A copy of the current annual organizational budget.

- A copy of the most recent financial audit (if an audit is not available, a copy of the organization’s recent financial statements).
4. Application Questions (5-page maximum)

The questions below are designed to solicit specific facts about the proposal. Please respond to all questions in the order listed and clearly label each question and answer. Points will be attributed to each section and not to individual questions. If a question does not apply to your proposed work, indicate that it is not applicable (“N/A”).

A. Benefits to the Watershed. Proposals must describe all potential benefits to the watershed and related groundwater basin(s) and demonstrate the need for a coordinator position. Proposals that clearly explain and fully outline the following will receive more points.

a) Current watershed conditions and need for a watershed coordinator position.

b) Importance, impact, and direct benefits a coordinator would have on the watershed and related groundwater basin(s).

c) Strong correlation between the proposed activities of the watershed coordinator and watershed-related goals and objectives of the applicant’s long-range or strategic plan.

d) Methods used to measure and evaluate the watershed coordinator’s direct benefits to the watershed and related groundwater basin(s).

B. Program Goals. Identify watershed goals from the state, other agencies, and watershed organizations, and explain how these goals will be supported by the proposal. Describe how the project will contribute towards existing published watershed, groundwater, or other water-related goals of the state or other entities. Proposals should illustrate a comprehensive understanding of existing issues and plans for the watershed as a whole.

Project must be consistent with the Sustainable Groundwater Management Watershed Coordinator Program and must:

• Be consistent with the goals and objectives of Sustainable Groundwater Management Watershed Coordinator program;
• Support implementation of local groundwater sustainability agency recommendations and plans
• Promote local community involvement.
   a) Describe how the project’s goals and objectives are community-based by explaining how it:
      • Promotes community and landowner involvement;
      • Has demonstrable community support;
      • Contributes to on-going local watershed management;
      • Fosters the development and maintenance of local watershed efforts;
      • Reaches out to and encourage participation of local leadership;
      • Reaches out to and encourage participation of individuals with diverse interests; and
      • Fosters collaboration among multiple interests.

   b) Describe how the project addresses multiple watershed issues by explaining how it:
      • Addresses multiple ecosystem issues;
      • Is consistent with related resource protection activities and applicable regulations;
      • Contributes to beneficial environmental results;
• Improves ecosystem values and watersheds that directly or indirectly impact the Bay-Delta system;
• Is consistent with general principles of good watershed management.

c) Describe how the project is coordinated and supported at multiple levels by explaining how it:
• Enhances coordination between government agencies and local community groups.

C. Performance Measures. Describe the quantifiable standards that will be used to measure the success of an activity and the activities’ direct benefit to the watershed. These quantifiable performance measures should be well-defined and will be incorporated into the work plan. Proposals that provide quantifiable performance measures that clearly demonstrate the proposal’s benefit to the Program goals will be awarded more points.

Every work plan task and sub-activity must include a performance measure. Performance measures are used to establish benchmarks that will allow applicants and grant administrators to evaluate the effectiveness of the coordinators’ efforts. For example, if an objective is to slow and spread surface water runoff to the maximum extent practically feasible above and upslope of a groundwater basin, a performance measure may be to create a watershed management plan to increase and restore textural diversity the landscape throughout that basin.

Performance measures are generally reported as numbers, ratios, or percentages. They should show how actions will directly benefit the watershed. A performance measure should not be a list of activity completions. Performance measures should go beyond counting numbers of meetings held, numbers of attendees, numbers of mailings. For example, if a set number of meetings will be held, what is the measurable outcome for those meeting? Will a memorandum of understanding that formalizes contributions to watershed improvement efforts be signed by stakeholders? Will a watershed management plan be created?

D. Sustainability. Describe the potential to result in long-term sustainable benefits. Proposals with feasible methods or plans to sustain the watershed coordinator position and build upon the accomplishments of the work plan beyond the life of the grant will receive more points.

Disadvantaged Community Benefits. Explain how the project will serve severely disadvantaged communities (e.g., through provision of workforce education and training, contractor, and job opportunities for residents of disadvantaged communities). Describe the community served, and provide documentation supporting how the project serves that community. Documentation supporting how the project serves the community may include letters or emails of support from local community-based organizations and/or residents supporting the proposed project, public comments from meetings attended by local residents and/or community groups supporting the proposed project, or other documentation that demonstrates the proposed project addresses a community need.
5. Work Plan

Applicants must provide a detailed work plan that specifies the activities and sub-activities that will be performed during the grant term. The work plan will also include a schedule of target completion dates, performance measures, and a list of deliverables to be provided as proof of project completion. The schedule should be of sufficient detail to allow assessment of the progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

### 2020 Sustainable Groundwater Management Watershed Coordinator Program

<table>
<thead>
<tr>
<th>Applicant:</th>
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<tbody>
<tr>
<td>Watershed Name:</td>
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<td>Project Goal:</td>
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<td>Objective:</td>
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<td>Performance Measure:</td>
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<tr>
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<th>Activity Description</th>
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<tbody>
<tr>
<td>1</td>
<td>(example) Watershed Plan Development</td>
<td></td>
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<tr>
<td>1a</td>
<td>(example) LIDAR Mapping</td>
<td></td>
</tr>
<tr>
<td>2a</td>
<td>(example) stakeholder meetings</td>
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6. Budget

Applicants must provide a budget broken down by cost type (line item). Cost estimates should be consistent with the work plan. All costs must be eligible. The following BUDGET SUMMARY must include total costs for line item. The BUDGET DETAIL must include adequate detail for each line item. If awarded funding, this Budget will be incorporated into the Grant Agreement. Please refer to the Department’s website for an excel version of this spreadsheet.

### 2020 Sustainable Groundwater Management Watershed Coordinator Program: BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Hourly rate/unit cost</th>
<th>Number of hours</th>
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<tr>
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<td>Technical Support</td>
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<td>Supplies</td>
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<td>Software</td>
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<td>Other (specify)</td>
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<td>Subtotal</td>
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<td>Administrative Costs</td>
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<td>TOTAL</td>
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### 2020 Sustainable Groundwater Management Watershed Coordinator Program: BUDGET DETAIL

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<thead>
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<th>Line Items</th>
<th>Hourly rate/unit cost</th>
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</thead>
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<tr>
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<td>(example) facilitation</td>
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<td>(example) LIDAR</td>
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<td>Travel</td>
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<tr>
<td>Other (specify)</td>
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<tr>
<td>Total</td>
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7. **Project Map(s)**

The following maps must be included in the application:

- A location map (in PDF) that identifies the project relative to nearby cities and/or landmarks
- Additional maps that further describe or otherwise support the proposal may be included.

All maps must be of sufficient resolution to be legible if printed on an 8 ½” x 11” sheet of paper.

The applicant may submit geographic information system (GIS) data along with any maps.

8. **CEQA Documentation**

Applicants must provide proof that the lead agency has met the environmental compliance requirements outlined in Appendix A of the solicitation.

9. **Authorizing Resolution from Governing Body**

Applicants must submit a signed Resolution of Support adopted by the entity’s governing body that evidences authority to submit the application and, if awarded funding, to enter into and perform under the terms of the Grant Agreement template (Appendix C).

The resolution must:

- Authorize the submittal of the grant application for a 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program grant.
- Certify that the Applicant understands the assurances and certification in the application.
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, reimbursement requests, if the project is awarded funding.

10. **Partner letters/documentation**

Partners are defined as organizations, government agencies, private citizens or volunteer groups that provide matching funds or in-kind services. Proposals that demonstrate multiple, committed partnerships and extensive coordination with other agencies, organizations, or entities will be given more points. Partnerships must be evidenced by letters of commitment and/or other signed documents, which explain the relationship and outline the contributions. Do not submit general letters of support that do not specify financial contributions, as these will not increase the number of points awarded.
Provide copies of letters/documentation from partnering entity/entities within the project geographic area and from the local community demonstrating match or in-kind support and their specific role in the development or implementation of the Watershed Coordinator Program.

Proposals may include cash match, in-kind match or both. The greater the contribution, the higher the points awarded. Cash and in-kind match carry the same weight.

11. **Cooperator letters/documentation**

Cooperation is defined as working with other organizations, government agencies, or groups to ensure that all entities work in agreement and are non-duplicative of each other’s activities. Applicants are urged to work cooperatively with other groups and agencies to avoid multiple proposals for the same watershed. Applicants must demonstrate that their efforts are part of a larger plan to improve the overall watershed. Proposals that demonstrate cooperation within the watershed between different entities will receive more points.

If two organizations cooperate to submit two separate proposals that work in conjunction with one another, both proposals will receive more cooperation points. In order to do this, both organizations must identify the cooperating proposal on the proposal cover sheet and attach the cover sheet of the cooperating entity. The proposals may then be submitted together or separately.

Provide copies of letters/documentation from cooperating entity/entities within the project geographic area and from the local community and their specific role in the development or implementation of the Watershed Coordinator proposal.

12. **Payee Data Record**

Applicants must complete the payee data record (fillable PDF format) with all appropriate tax information.

Form can be found at: [https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx). Enter STD 204 into the Form # field and select “contains” for the current version.
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee")

2. The Grant Agreement Term is: From (Or upon execution of this Grant Agreement by both parties, whichever is later) through

3. The maximum amount of this Grant Agreement is: $

4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits and attachments which are part of the Grant Agreement:

<table>
<thead>
<tr>
<th>Exhibit/Appearance</th>
<th>Description</th>
<th>Page(s)</th>
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<tbody>
<tr>
<td>Exhibit A, Scope of Work</td>
<td>Attachment 1: Project Location Map</td>
<td>Page(s)</td>
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<td></td>
<td>Attachment 2: Authorized Signatory Form</td>
<td>Page(s)</td>
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<td></td>
<td>Attachment 3: Work Plan</td>
<td>Page(s)</td>
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<td></td>
<td>Attachment 4: Final Report</td>
<td>Page(s)</td>
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<tr>
<td>Exhibit B, Budget Detail and Reimbursement Provisions</td>
<td>Attachment 5: Budget Detail Worksheet</td>
<td>Page(s)</td>
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<td></td>
<td>Attachment 6: Invoice</td>
<td>Page(s)</td>
</tr>
<tr>
<td></td>
<td>Attachment 7: Invoice Dispute Notification Template</td>
<td>Page(s)</td>
</tr>
<tr>
<td>Exhibit C, General Terms and Conditions</td>
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<td>Page(s)</td>
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<tr>
<td>Exhibit D, Special Terms and Conditions</td>
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<td>Page(s)</td>
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<tr>
<td></td>
<td>Attachment 8: Invoice Dispute Notification Template</td>
<td>Page(s)</td>
</tr>
<tr>
<td>Exhibit E, Award Letter</td>
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<td>Page(s)</td>
</tr>
<tr>
<td>Exhibit F, Solicitation</td>
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<td>Page(s)</td>
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</tbody>
</table>

IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.

GRANTEE

BY (Authorized Signature)  
DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

Agency Name: Department of Conservation

BY (Authorized Signature)  
DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Appendix C: Grant Agreement Template

Exhibit A: Scope of Work

1. 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program Background

The 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program (Program) funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the recommendations of the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) and related Groundwater Sustainability Plans (GSPs) developed by local Groundwater Sustainability Agencies (GSAs) pursuant to the Sustainable Groundwater Management Act (SGMA). Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities focusing on areas significantly impacted by SGMA implementation.

Funding for this Grant is available from Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50). The Budget Act of 2019 (AB 74, Ch. 23, Stat. 2019) appropriated $1.5 million to the Department for this purpose.

2. The Project is Defined by the Application and Award Letter

The Department released the final 2020 Sustainable Groundwater Management Watershed Coordinator Grant Program Solicitation on [Date]. In accordance with the Solicitation, Grantee applied for and the Department awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the “Project” throughout this Agreement.

3. Authorized Signers

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee’s Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 2).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
<th>Email</th>
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</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Grant Manager*</td>
<td>TBD</td>
<td>TBD</td>
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</table>

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission (Exhibit A, Section 6).

Grantee

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<tr>
<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
<th>Email</th>
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Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

A. Using grant funds only as intended for the Project.

B. Completing work on time and within budget. This includes meeting all milestones and deliverables, described in the Work Plan (Attachment 3), the plans and specifications and in accordance with the Budget Detail Worksheet (Attachment 5), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.

C. Submitting invoices for reimbursement using the Invoice (Attachment 6) template, including any supporting documents.

D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).

E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
F. Complying with statutes, rules, regulations, permits applicable to this Grant Agreement and performance of the work.

G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

6. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee’s name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

- Department of Conservation
- Division of Land Resource Protection
- Attn: [Grant Manager]
- 801 K Street, 14th Floor, MS 14-15
- Sacramento, CA 95814

7. Reporting Requirements

When the Project is completed, Grantee must submit a Final Report (Attachment 4) with the last invoice. To complete and submit the Final Report:

A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Exhibit D, Section 5.

B. Use the Final Report Template, which is attached as Attachment 9.

C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 2).

D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.
Attachment 1: Project Location Maps [insert maps here]
**Attachment 2: Authorized Signatory Form**

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

**Grantee Authorized Signatory:**

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<th>Title:</th>
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<td>Signature:</td>
<td>Date:</td>
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**Delegated Authorized Signatories:**

1. | Name (type or print): | Title: |
   | Signature:           | Date:  |

   **Document(s) Authorized to sign:**  □ All Grant Related Documents or □ Grant Agreement
   □ Grant Amendments □ Budget Amendments □ Reports
   □ Invoices □ Other ______

2. | Name (type or print): | Title: |
   | Signature:           | Date:  |

   **Document(s) Authorized to sign:**  □ All Grant Related Documents or □ Grant Agreement
   □ Grant Amendments □ Budget Amendments □ Reports
   □ Invoices □ Other ______
Attachment 3: Work Plan

[Work plan submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]
Attachment 4: Final Report

<table>
<thead>
<tr>
<th>Final Report</th>
<th>Date Submitted:</th>
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<tbody>
<tr>
<td>Grantee Name:</td>
<td>Grant Number:</td>
</tr>
<tr>
<td>Project Name:</td>
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1. Provide a list of project accomplishments.

2. Briefly summarize the Project’s results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

3. Describe and explain any differences between the planned results, as listed in the Work Plan (Attachment 3), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.

4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.

5. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

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<td>Signature:</td>
<td>Date:</td>
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Exhibit B: Budget Detail and Reimbursement Provisions

1. Reimbursement
   A. To receive Reimbursements of grant funds, Grantee must submit an invoice. Advance reimbursements are not permitted under this Grant Agreement.
   B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work performed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
   C. All invoices and reports must be submitted within 45 days of the Project completion. Invoices received after that date will be paid only if the funding remains available. All applicable rush processing fees will be deducted from the invoice.
   D. The Department may withhold final reimbursement until all terms of the Grant Agreement have been satisfied.
   E. Reimbursement shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-reimbursement or delayed reimbursement.
   F. For cost principles, see Exhibit B, Section 5.

2. How to Submit Invoices
   A. Send the invoices to the Grant Manager by mail. Include the Grant Agreement number and Grantee’s name in the subject line.
   B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
   C. A request for reimbursement shall consist of:
      i. The Invoice (Attachment 6) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
      ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 5).
      iii. Supporting documentation for reimbursement of funds.
   D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).
   E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute
   In the event of an invoice dispute, see Invoice Dispute Notification Template (Attachment 7).
4. **Budget Contingency Clause**

   A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

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

5. **Cost Principles**

   A. All costs to be reimbursed must be consistent with Section 2, Eligible Costs (pages 5-7).

   B. All costs to be reimbursed must be reasonable, as defined in Section 2, Eligible Costs (page 5).

6. **Travel Reimbursement**

   Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

   A. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in Section 2, Eligible Costs (pages 5-7).

   B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

   C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 5) and are tied to tasks and deliverables in the Work Plan (Attachment 3).

   D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

7. **Budget Modifications**

   A. Grantee must keep the Budget Detail Worksheet (Attachment 5) up to date.

   B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in Exhibit B, Section 8.

8. Amendments

A. This section applies to any changes to this Grant Agreement, excluding the following:

i. Changes to the Authorized Signatory Form (Attachment 2). For changes to the Authorized Signatory Form see Exhibit A, Section 3.

ii. Changes to project representatives, see Exhibit A, Section 4.

iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see Exhibit B, Section 7.

B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.

C. Request for amendments must:

i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.

ii. Be submitted to the Grant Manager prior to when the amendment is needed.

iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.

iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.
Attachment 5: Budget Detail Worksheet

[Budget detail worksheet submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]
**Attachment 6: Invoice**

All invoices must itemize expenses consistent with the line items identified in the BUDGET DETAIL. All invoices itemize administrative costs.

Mail two copies of required invoice documents

To: Grant Manager

Department of Conservation Division of Land Resource Protection

801 K Street, M S 14-15

<table>
<thead>
<tr>
<th>Date:</th>
<th>Invoice Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Name:</td>
<td>Grant Number:</td>
</tr>
<tr>
<td>Invoice Period</td>
<td>(Start Date)</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Cost Category (Line Item)</th>
<th>Hourly Cost/Unit Rate</th>
<th>Number of Hours/Units</th>
<th>Total Costs</th>
<th>Total Budgeted</th>
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<tr>
<td>Watershed coordinator</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Technical Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel (watershed coordinator activities)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant administration</td>
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<td>Other (specify)</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Description of Activities**

*Please refer to specific actions in the Budget and Work Plan.*

| Date:__________________________ | Invoice Number:__________________________ |
| Grantee Name:________________ | Grant Number:__________________________ |
| Invoice Period | (Start Date) | (End Date) |

**CERTIFICATION:** By my signature below, I certify that I have full authority to execute this reimbursement request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

| Print Name:________________ | Print Title:__________________________ |
| Signature:________________ | Date:__________________________ |
Exhibit C: General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

A. Grant funded projects are subject to audit by the State of California during the grant term and for up to three years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee’s records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the
6. **Indemnification**

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, 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 Grant 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 Grantee in the performance of this Grant Agreement.

7. **Disputes**

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. **Independent Grantee**

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

9. **Non-Discrimination Clause**

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. **Timeliness**

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.
11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.
Exhibit D: Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it 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, and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act and Prevailing Wage are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department’s contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 5](attachment:5)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant 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 hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department’s obligation to make reimbursements to Grantee. As a result, the Department shall have no obligation to pay or to enforce the reimbursement of any moneys to any subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Dispute Resolution

A. Invoice Disputes

   i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 7](attachment:7)) within ten (10) working days of receipt of the disputed invoice.

   ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

B. General Disputes
i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.

ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.

iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.

iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision
i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
   - The Grant Agreement number
   - A complete description of the basis for the dispute
   - Legal authority or pertinent facts, supporting arguments and documentation
   - Action requested for resolution

The “Notice of Dispute” shall be sent to:
   Department of Conservation
   Division of Land Resource Protection
   Attn: Division Director
   801 K Street, 14th Floor, MS 14-15
   Sacramento, CA 95814

ii. Within 30 days after receipt of the “Notice of Dispute,” the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
   - The decision made
   - An explanation for the decision
   - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision
5. Termination

A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice.

B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

6. Waiver of Rights

A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.

B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.

C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

7. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:

   i. Workers’ Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

   ii. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

   iii. Motor vehicle liability insurance in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.

C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.

E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

8. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

9. Publicity

Grantee agrees that it will acknowledge the Department’s support whenever activities or projects funded or developed, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

10. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 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:
   i. The dangers of drug abuse in the workplace.
   ii. The person’s or organization’s policy of maintaining a drug-free workplace.
   iii. Any available counseling, rehabilitation, and employee assistance programs.
iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on this Grant Agreement will:
   i. Receive a copy of the company's drug-free workplace policy statement.
   ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

11. Americans with Disabilities Act

Grantee assures the Department 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.).

12. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to 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.

13. Equipment Purchase

A. Grantee must use all equipment acquired only to implement the Project.

B. During the Project, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the Department agrees otherwise in writing. On completion or early termination of the Grant Agreement, the Department will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area. In making that determination, the Department will consider the useful life of the equipment, and Grantee may be required to refund the Department for the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.

C. All equipment and machinery acquired is subject to call for emergency use in fire, storm, flood, or other disaster by a federal or state agency, county, city, or district in the state.

D. Grantee assumes all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. The Department may require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Department with no expense to the State. In the event of theft, a report must be filed immediately with the California
Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

E. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement. The inventory record should include:

i. Grant Number
ii. Description of Equipment
iii. Manufacturer Name
iv. Model (if applicable)
v. Model Year
vi. Serial Number, License Number or Vehicle Identification Number
vii. Date Purchased
viii. Purchase Order Number
ix. Original Cost

Non-expendable equipment so inventoried are equipment items that have a normal life expectancy of one year or more with an approximate unit price of $5,000 or more. In addition, items of equipment that are prone to theft, loss, and misuse and may contain sensitive data costing less than $5,000 must be inventoried.

The Equipment Inventory Record must be updated annually and upon request.
Attachment 7: Invoice Dispute Notification Template

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<thead>
<tr>
<th>GRANTEE ADDRESS</th>
<th>INVOICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>INVOICE NUMBER</td>
</tr>
<tr>
<td></td>
<td>INVOICE AMOUNT</td>
</tr>
<tr>
<td></td>
<td>DATE INVOICE RECEIVED</td>
</tr>
<tr>
<td></td>
<td>GRANT AGREEMENT NUMBER</td>
</tr>
</tbody>
</table>

The invoice referenced above is disputed for the following reasons:

☐ Request reimbursement for expenses not in the Budget Detail
☐ Invoiced for indirect cost reimbursement
☐ Invoiced for incidental costs or travel costs outside of CA
☐ Work performed prior to the Grant start or end date
☐ Insufficient evidence of progress made or task completion
☐ Invoice submitted without using required templates
☐ Insufficient supporting document for reimbursement
☐ Progress Report or Final Report not included with invoice
☐ Invoice not submitted by 6:00 p.m. on the required due date
☐ Request reimbursement through another funding source
☐ Other not listed above:

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME

DATE OF CONVERSATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME

TELEPHONE NUMBER (include Area Code)

RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY

DATE DISPUTE RESOLVED

INITIALS

RESOLUTION
Exhibit E: Award Letter

[Insert award letter here.]
Exhibit F: Solicitation

[Insert Solicitation here.]
### Appendix D: List of SGMA High and Medium Priority Basins

<table>
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<tr>
<th>Numb</th>
<th>Subb</th>
<th>Basin_Su_1</th>
<th>Priority</th>
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