



| | | |
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| State of California - Department of Conservation GRANT AGREEMENT DOC6 (new 12/18) | | GRANT AGREEMENT NUMBER: FI\$Cal NUMBER: |
| 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 which are part of the Grant Agreement: | | |
| Exhibit A, Scope of Work | | 3 Pages |
| Exhibit B, Budget Detail and Payment Provisions | | 3 Pages |
| Exhibit C, General Terms and Conditions | | 2 Pages |
| Exhibit D, Special Terms and Conditions | | 4 Pages |
| Attachment 1: Authorized Signatory Form | | 1 Pages |
| Attachment 2: Work Plan | | 1 Pages |
| Attachment 3: Final Report | | 1 Pages |
| Attachment 4: Budget Detail Worksheet | | 1 Pages |
| Attachment 5: Invoice | | 2 Pages |
| Attachment 6: Invoice Dispute Notification Template | | 1 Pages |
| Exhibit E, Award Letter | | 1 Pages |
| Exhibit F, Guidelines | | 15 Pages |
| IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto. | | |
| GRANTEE | | |
| GRANTEE'S NAME | | |
| 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 | | |

State of California
Department of Conservation
Forest Health Watershed Coordinator Grant Program

[Name of Grantee]
3019-XXX
Grant Agreement

| | |
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Exhibit A, Scope of Work

1. Forest Health Watershed Coordinator Program Background

The Forest Health Watershed Coordinator Program funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the recommendations of the California Forest Carbon Plan and Executive Order B-52-18. Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities to restore resilience to forestlands.

The principal goal of the Watershed Coordinator Program is to improve watershed health by providing support for local, collaborative watershed improvement efforts. The Forest Health Watershed Coordinator Grant Program aims to restore health and resilience to forests at the watershed scale for multiple benefits, including water quality.

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

The Department released the final 2018 Request for Proposals and Grant Application on December 7, 2018, ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee applied 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 ([Exhibit D, Attachment 1](#)).

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

| Name | Title | Phone Number | Email |
|------|----------------|--------------|-------|
| TBD | Grant Manager* | TBD | TBD |

* 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

| Name | Title | Phone Number | Email |
|------|-------|--------------|-------|
| | | | |
| | | | |

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, as described in the Work Plan ([Exhibit D, Attachment 2](#)) and in accordance with the Budget Detail Worksheet ([Exhibit D, Attachment 4](#)), 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 ([Exhibit D, Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Exhibit D, Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- 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 invoices, 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 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 [Exhibit D, Attachment 3](#).
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Exhibit D, Attachment 1](#)).
- 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.

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments 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 tasks completed, in accordance with the rates specified in the Budget Detail Worksheet ([Exhibit D, Attachment 4](#)).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Grantee may submit one invoice each month.
- C. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
 - i. The Invoice ([Exhibit D, Attachment 5](#)) 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 ([Exhibit D, Attachment 4](#)).
 - iii. Supporting documentation for reimbursement of funds.
 - iv. The Final Report ([Exhibit D, Attachment 3](#)), for the final invoice only.
- E. 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](#)).
- F. 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 [Exhibit D, Section 5](#).

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 the Guidelines ([Exhibit F](#)).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines ([Exhibit F](#)).
- C. Only direct staff costs for the watershed coordinator and administrative costs totaling no more than twenty percent (20%) of the total grant award are eligible for reimbursement.
- D. The Department will reimburse Grantee only for actual expenses incurred during the orientation and the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Exhibit D, Attachment 4](#)). Except for approved costs related to the orientation, any costs incurred outside of the Grant Agreement term are not eligible for reimbursement.

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 by the watershed coordinator, as specified in the Guidelines ([Exhibit F](#)).
- 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 ([Exhibit D, Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Exhibit D, Attachment 2](#)).
- 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](#) 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:
 - a. Changes to the Authorized Signatory Form ([Exhibit D, Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - b. Changes to project representatives, see [Exhibit A, Section 4](#).
 - c. 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 at least two (2) months 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.

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 four 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 penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

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(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act 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 (Exhibit D, Attachment 4), 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 payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment 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. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. 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 ([Exhibit D, 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

6. 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.

7. 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.

8. 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 with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
 - 7 or fewer passengers: \$1,000,000
 - 8-15 passengers: \$1,500,000
 - 16+ passengers: \$5,000,000
- 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.

9. 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.

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, 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.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

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

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.

11. 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.).

12. 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.).

13. 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.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit D, Attachment 1: 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:

Name: _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

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

2. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

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

Exhibit D, Attachment 2: 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]

Exhibit D, Attachment 3: Final Report

| | |
|---------------|-----------------|
| Final Report | Date Submitted: |
| Grantee Name: | Grant Number: |
| Project Name: | |

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
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 ([Exhibit D, Attachment 2](#)), 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. Attach any relevant documents to this report, including watershed plans, photos, news articles, fliers, etc. If the documents cannot be sent electronically, notify the Grant Manager.

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.

Agreement and that all funds were expended for the purposes of this Project.

Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Exhibit D, Attachment 4, 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]

Exhibit D, Attachment 5, Invoice

Department of Conservation
Division of Land Resource Protection
Email required invoice documents to: Grant Manager

Date: _____

| | |
|-----------------|-------------------------|
| Invoice Number: | |
| Grantee Name: | Grant Number: |
| Project Name: | |
| Invoice Period | (Start Date) (End Date) |

| Cost Category | Task #1 | Task #2 | Task #3 | Task #4 | Total |
|-----------------------------|---------|---------|---------|---------|-------|
| Watershed Coordinator Staff | | | | | |
| Current Total | | | | | |
| Cumulative Total | | | | | |
| Allocated Total | | | | | |

| Cost Category | Total |
|------------------------------------|-------|
| Administration (not to exceed 20%) | |
| Travel | |
| Cumulative Total | |
| Allocated Total | |

| Work Plan Task # | Description of Work Completed |
|------------------|---|
| | <i>Please refer to specific deliverables in the Budget and Work Plan.</i> |
| | |
| | |
| | |
| | |

| |
|----------------------|
| Status Update |
|----------------------|

| Work Plan Task # | On Schedule (Y/N) | Within Budget (Y/N) | Corrective Plan or Action, if needed |
|------------------|----------------------|------------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment 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, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

| | | |
|-------------|--------------|-------|
| Print Name: | Print Title: | |
| Signature: | | Date: |

Exhibit D, Attachment 6, Invoice Dispute Notification

STATE OF CALIFORNIA

INVOICE DISPUTE NOTIFICATION

| | | |
|--------------------|--|------------------------|
| GRANTEE ADDRESS | | INVOICE DATE |
| | | INVOICE NUMBER |
| | | INVOICE AMOUNT \$ |
| | | DATE INVOICE RECEIVED |
| | | GRANT AGREEMENT NUMBER |

The invoice referenced above is disputed for the following reasons:

- | | |
|---|---|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for unallowable cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Request reimbursement through another funding source | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Final Report not included with invoice |
| <input type="checkbox"/> Invoice not signed by an Authorized Signatory | <input type="checkbox"/> Invoice or Final Report Incomplete or Illegible |
| <input type="checkbox"/> Invoiced work not consistent with the Budget Detail Worksheet or Work Plan | <input type="checkbox"/> Totals calculated on Invoice are incorrect or inconsistent |
| <input type="checkbox"/> 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 NOTIFICATOIN 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, Guidelines

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Forest Health Watershed Coordinator Grant Program

At-A-Glance

Program

The Forest Health Watershed Coordinator Grant Program is designed to facilitate the development and implementation of watershed improvement plans consistent with the Forest Carbon Plan and Executive Order B-52-18. This program is administered by the Department of Conservation.

Funding Source

This program is funded by the California Environmental License Plate Fund.

Critical Dates

Draft Guidelines released for comment—November 8, 2018
Close public comment period—November 23, 2018
Guidelines released—December 7, 2018
Applications due—February 15, 2019
Awards made—March 1, 2019 (proposed, subject to change)

Contact for Questions

Department of Conservation
Division of Land Resource Protection
Watershed Coordinator Program Manager
wcp@conservation.ca.gov
(916) 324-0850

Section 1: Introduction and Program Summary

This program funds watershed coordinator positions to develop and implement watershed improvement plans consistent with the recommendations of the California Forest Carbon Plan and Executive Order B-52-18. Watershed coordinators will facilitate watershed-scale collaborations, promote integrated watershed management efforts, and support local implementation activities to restore resilience to forestlands.

Background

Historical watershed coordinator program

Between 2000 and 2015, the Department of Conservation (Department) provided grants for watershed coordinators to facilitate collaborative efforts to improve and sustain the health of California's watersheds. In 2016, the Department commissioned the Sierra Institute for Community and Environment (Sierra Institute) to evaluate the success of these grants.

Preliminary findings of the Sierra Institute study, contracted by the Department, indicate that watershed coordinators successfully leveraged over seven times the funds invested in those positions to develop watershed management plans and implement watershed restoration projects. Watershed coordinators successfully facilitated collaborations between diverse groups of stakeholders and cultivated numerous partnerships in order to address multiple social and ecological issues on a watershed scale, improving the efficiency with which state funds were utilized to meet multiple watershed improvement and management goals.

Forest Carbon Plan and Executive Order B-52-18

In May 2018, the Forest Climate Action Team released the Forest Carbon Plan that calls for significant increases in the pace and scale of forest and watershed improvements to restore the health and resilience of California's forests and ensure that California's forests remain net carbon sinks that provide a range of ecosystem and social benefits. Additionally, the Forest Carbon Plan encourages the protection of California's forested lands, reduction of conversion to non-forest uses, and the pursuit of innovations in wood products and biomass utilization to reduce or offset GHG emissions; promotes land stewardship; and strengthens rural economies and communities.

The Forest Carbon Plan emphasizes that collaboration between diverse entities at the regional scale is critical to efficiently meet the plan's goals and address variations in forest conditions throughout California. Specifically, in relation to the watershed coordinator, the plan calls for:

- Watershed-scale collaborations to:
 - Define critical biophysical and social units for analysis and projects.
 - Establish regional priorities for forest areas most in need of treatment to improve forest health and watershed conservation.
- Identification and pursuit of traditional and new sources of public funding, and public-private partnerships, to support the actions proposed in the plan.
- Watershed-scale implementation of the actions proposed in the plan.

To facilitate these efforts, the Forest Carbon Plan recommends, for purposes of restoring forest health and sequestering greenhouse gases, among other things, that state and federal agencies:

- Provide training on methods for successful collaboration on watershed projects.
- Provide staff or fund contractors to provide facilitation services, collect and analyze data, perform environmental review, and provide other support to collaborative efforts.
- Seek support from nongovernmental organizations or other appropriate private sector entities.
- Provide cost-share grants or other financial support to allow local governments and nongovernmental organizations to meaningfully participate in collaborative efforts.
- Work to strengthen the social and financial connections between downstream water users and forested source watersheds through available mechanisms.

In response to the Forest Carbon Plan, Governor Edmund G. Brown, Jr., issued Executive Order B-52-18 directing state agencies to implement these and other recommendations outlined in the Forest Carbon Plan. Following Executive Order B-52-18, the Governor established the Forest Management Task Force comprised of state, federal, and local agencies to implement the executive order and the recommendations of the Forest Carbon Plan.

Given the Watershed Coordinator Program's prior success, the Watershed Coordinator Program was identified as integral to implementing the Forest Carbon Plan's regional capacity building and collaboration recommendations, as well as facilitating coordinated implementation of priority projects.

The Budget Act of 2018 (Mitchell, Ch. 29, Statutes of 2018) appropriated \$1.89 million to the Department for grants to local entities to fund watershed coordinator positions to develop and implement watershed improvement plans consistent with the Forest Carbon Plan. The Forest Health Watershed Coordinator Grant Program will implement this appropriation.

Request for grant applications

These 2018 Forest Health Watershed Coordinator Grant Program Guidelines (Guidelines) serve as the Request for Grant Applications for the Forest Health iteration of the Watershed Coordinator Program. Through these Guidelines, the Department will fund watershed coordinators to develop and implement watershed improvement plans consistent with the recommendations of the Forest Carbon Plan in the watersheds identified in the watershed coordinator zones shown in Appendix A. Grants will be available to 1) single entities that qualify under the program, 2) multiple entities applying under one application as a regional collaborative, or 3) a single entity representing multiple entities through formal membership represented in an MOU or other document. To leverage available funds, no more than one (1) full-time watershed coordinator (or 100% full time equivalent) will be funded by a single grant. Regional collaborative proposals may be eligible for more than one grant-funded full-time-equivalent watershed coordinator position, at the sole discretion of the Department.

Program goals and objectives

The principal goal of the Watershed Coordinator Program is to improve watershed health by providing support for local, collaborative watershed improvement efforts. The Forest Health Watershed Coordinator Grant Program aims to restore health and resilience to forests at the watershed scale for multiple benefits, including water quality. To that end, watershed coordinators will work toward the following objectives:

- Develop and implement watershed improvement plans consistent with the Forest Carbon Plan.
- Facilitate watershed-scale collaborations with diverse stakeholders to execute watershed improvements consistent with the recommendations of the Forest Carbon Plan.

Watershed coordinators will be expected to complete the following tasks, as relevant, to meet the above objectives:

- Identify key stakeholders and communities, including, but not limited to, landowners; agricultural groups; environmental groups; non-governmental organizations; academics; federally recognized California Native American tribe and non-federally recognized California Native American tribes; and local, regional, state, and federal agencies.
- Cultivate relationships with diverse stakeholders and communities.
- Facilitate collaborations and resolve conflicts between diverse stakeholders and communities.
- Collaborate to define critical biophysical and social units for analysis and project development.
- Collaborate to identify watershed-scale priorities to enhance forest health and resilience, protect forests, and promote innovations in wood products and biomass utilization as outlined in the Forest Carbon Plan.
- Prioritize projects that meet the objectives outlined in the Forest Carbon Plan.
- Prioritize projects that provide multiple benefits, such as protection of the State's water supply and biodiversity, and support for local economies.
- Identify and secure funding to execute projects consistent with the watershed improvement plan.
- Facilitate development and execution of projects as needed.
- Coordinate activities with the relevant regional prioritization subgroups of the Governor's Forest Management Task Force.

Funding

Funding for this program comes from the California Environmental License Plate Fund; \$1.89 million is available under these Guidelines. Grants will be awarded in the following manner:

- Eight (8) grants of up to \$235,000 each will be available to fund watershed coordinators in the watershed coordinator zones shown in Appendix A. The distribution of grants will be prioritized as follows:
 - Six (6) grants will be awarded to the top applicants representing watersheds within the Sierra Nevada and Cascade watershed coordinator zone.
 - Two (2) grants will be awarded to the top applicants representing the North and Central Coast watershed coordinator zone.
 - If regional collaborative grants are awarded, the Department has discretion to combine grants accordingly.

The Department will not make partial grant awards and will not request that applicants reduce their budgets to fund additional projects.

If additional funding remains after grants have been awarded, the Department may allocate additional funds to awardees at its discretion.

Should additional funding consistent with the purposes of this program become available in future years, the Department may, at its discretion, allocate funding to renew grants funded under these Guidelines. Under these circumstances, grantees may not be required to submit a new application and may only be required to update their work plan and/or projected outcomes.

Grant term

The grant term will be approximately 2 years. The grant may be renewed for an additional term at the Department's discretion.

Confidentiality

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

Section 2: Eligibility and Selection

Eligible applicants

Eligible applicants are local entities as follows: (1) special districts; (2) nonprofit groups (tax exempt 501(c)(3)); (3) local governments; and (4) tribal governments, located within one of the two watershed coordinator zones, as these terms are defined in these Guidelines, Appendix A. The program is not open to federal or state agencies.

The applicant's proposal must be located within one of the watershed coordinator zones and must demonstrate collaboration with relevant federal, state, and local agencies, as well as other stakeholder groups (e.g., California Native American tribes, non-governmental organizations, and community members). However, the proposal must designate a single, eligible entity as the primary applicant.

Applicant capacity

Documentation of the applicant's capacity to manage grants must be provided in the application. Documentation includes at least two of the following for the applicant:

1. Evidence of previous experience successfully implementing grants similar in size and scope within the last three (3) years.
2. A copy of the current annual organizational budget.
3. A copy of the most recent financial audit (if an audit is not available, a copy of the organization's recent financial statements).
4. If the applicant is a non-profit, copies of the most recent Federal form 990 and IRS 501(c)(3) Tax Determination Letter.
5. Letters of support from previous clients, partners, or grantors that reference the organization's experience.

Watershed coordinator zones

The Department has identified priority watersheds for this program based on a number of factors consistent with the Forest Carbon Plan and has grouped these watersheds into watershed coordinator zones, as indicated in Appendix A. Proposed project areas must be located within one of the watershed coordinator zones to be eligible for funding. The applicant must identify the proposed project area based on hydrologic areas or hydrologic sub-areas in their application. The watershed coordinator funded by the proposal must focus his/her activities in the project areas identified by the applicant in the application and approved by the Department.

Required activities

Applicants must integrate the following activities into their proposals in order to be considered for funding:

1. Support local watershed activities:
 - a. Develop or update a watershed improvement plan to prioritize improvement activities and support relevant recommended actions outlined in the Forest Carbon Plan.
 - b. Solicit funding for and implement watershed restoration, maintenance, and conservation activities that support the goals and objectives of the program, including improved forest health and resilience.

2. Facilitate and improve coordination and assistance between government agencies, other organizations, diverse watershed stakeholders, and community members to meet the goals of the Forest Carbon Plan.

Eligible activities

In addition to the above activities, applicants are highly encouraged to integrate the following activity types into their proposals to the extent that they are consistent with the required activities:

1. Improve Forest Management and Restoration: collaborate with state and local entities, stakeholders, and landowners to implement forest practices called for in the Forest Carbon Plan.
2. Provide Regulatory Relief: participate in or support activities to streamline or expedite regulatory review or permitting processes in order to facilitate implementation of the Forest Carbon Plan.
3. Reduce Barriers for Prescribed Fire and Other Fuels Reduction: participate in or support activities to increase opportunities to implement and monitor prescribed fire and fuel reduction projects.
4. Boost Education and Outreach to Landowners: support resource conservation education at the local watershed level, facilitate identifying critical areas and strategic acquisition of conservation easements, and provide organizational and administrative support to watershed programs.
5. Support Wood Products Innovation: participate in or support activities that facilitate research and use of wood or manufactured wood products.
6. Support Watershed Monitoring and Assessment Protocols: facilitate monitoring efforts consistent with program goals and support watershed activities that ensure application of adaptive management processes.

Eligible costs

Eligible costs must be incurred during the Grant Term except as explicitly noted in these Guidelines. All costs must be reasonable, as defined in Section 5 of these Guidelines. Eligible costs are:

Watershed coordinator staff costs

Watershed coordinator staff costs may include benefits, taxes, and leave, in addition to the hourly rate. The proposal can request up to one full-time position, which may be split between two people. In the case of a regional collaborative proposal, up to two full-time-equivalent positions may be requested. Administrative costs should not be included in the staff rate or salary. Administrative costs should be budgeted separately and must comply with the requirements outlined below.

Travel costs

In-state travel for the watershed coordinator as specified below and in the Grant Agreement:

1. Accommodation-related travel costs: maximum reimbursement rates based on county as shown here: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>, with no option for approval of an "excess lodging rate."
2. Mileage will be reimbursed at the Reimbursement Rate Per Mile for Personal Vehicle as shown here: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>.
3. Train or airfare will only be reimbursed to attend those meetings outlined in the Conditions of Funding section, and then only if it is the typical method used to get from one location to the other.
4. No other travel-related costs will be reimbursed through this grant program.

Administrative costs

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

Forest Health Watershed Coordinator Grant Program
Program Guidelines: December 2018

1. Office space
2. Supplies and equipment
3. Legal or management oversight
4. Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

Ineligible costs

Common examples of ineligible costs are:

1. Costs that are not related to the Forest Health Watershed Coordinator Grant Program
2. Costs that occur outside of the Grant Agreement term, except as explicitly specified in these Guidelines
3. Meals, incidentals, tips, per diems, or refreshments for meetings or travel
4. Incentive/participation gifts or payments
5. Out-of-state travel and activities

Conditions of funding

The applicant will be required to participate in the following activities, should he/she receive funding:

1. An orientation that will include training
2. Watershed coordinator summits at six-month intervals
3. Meetings with the relevant Forest Management Task Force Regional Prioritization Group

Note that the orientation and summits will likely occur in Sacramento. Awardees will be required to attend these events in person. Expenses related to travel and lodgings for these meetings are reimbursable. It is estimated that eight (8) days of travel will be required for meetings during the grant period. These expenses must be included in the proposed grant budget.

Watershed coordinators who do not participate in the above activities will risk forfeiting their award.

The grantee may request reimbursement of eligible expenses associated with participating in the orientation in their first invoice, even if said orientation occurs prior to grant agreement execution. With the exception of the costs related to the orientation, no other costs incurred prior to grant execution will be reimbursed.

Eligibility and selection criteria

Below are the Eligibility and selection criteria upon which each proposal will be evaluated.

| Eligibility Criteria | |
|---|-----|
| Applicant is a "local entity" as defined in these Guidelines. | Y/N |
| Applicant has selected watershed(s) within one of the two eligible watershed coordinator zones shown in Appendix A. | Y/N |
| Proposal will support local watershed activities consistent with the recommendations of the Forest Carbon Plan. | Y/N |
| The proposal demonstrates commitment to collaborate with governmental entities and diverse stakeholder groups (e.g., environmental organizations, agricultural organizations, NGOs, and community members). | Y/N |
| Applicant demonstrates overall capacity to administer the grant and proposal. | Y/N |
| Application is complete and was received by the deadline. | Y/N |
| Applicant addressed CEQA compliance. | Y/N |

| Selection Criteria | Points |
|--|-------------|
| Demonstrated need | /20 |
| Description of need based on prioritized forest land characteristics | (/10) |
| Description of how watershed coordinator would benefit watershed(s) | (/10) |
| Consistency with the recommendations of the Forest Carbon Plan | /25 |
| Collaboration | /25 |
| Consistency with additional planning efforts | /15 |
| Co-benefits | /10 |
| Long-term success | /5 |
| Total proposal points/Total possible points | /100 |

Description of selection criteria

Demonstrated need (20 Points)

10 points: Proposals must describe how the watershed(s) encompass(es) forest lands with characteristics and indicators prioritized by the Forest Carbon Plan:

- Forests projected to be at risk due to climatically driven stressors.
- Forests at greatest risk to high-severity events (e.g., fire, insect outbreak).
- Stands with existing large trees.
- Forests at high risk of type-conversion (e.g., forest to shrub or grass vegetation).
- Areas with high habitat values at risk, such as spotted owl activity centers.
- Headwater areas that provide significant water supply.
- Areas that need to be reforested after high mortality events.
- Forests at risk of conversion to other uses, including development and agriculture.
- Previously treated areas that are in need of follow-up “maintenance” treatments, which are generally less costly and may be able to be accomplished via prescribed fire.

Note: Proposals are not required to address the entire list of characteristics above. Proposals will be awarded points based on both the extent to which each characteristic is present within the watershed(s), as well as the number of characteristics present.

10 points: Proposals must describe how a watershed coordinator position would benefit the watershed(s). Proposals that clearly explain and fully outline the following will receive more points:

- Current watershed conditions and need for a watershed coordinator position.
- Connection between the Forest Carbon Plan and the watershed-related goals outlined in the applicant’s long-range or strategic plan.
- Importance, impact, and direct benefits a watershed coordinator would have on the watershed(s).
- Existing watershed coordination efforts and any gaps the watershed coordinator would fill.
- Methods used to measure and evaluate the watershed coordinator’s direct benefits to the watershed(s).

Consistency with the recommendations of the Forest Carbon Plan (25 Points)

Each proposal must include a comprehensive work plan that describes how the watershed coordinator will support the implementation of the Forest Carbon Plan within his/her selected watershed(s). A work plan consists of goals, tasks, sub-tasks, and performance measures. The work plan should identify specific tasks with anticipated sub-tasks and a detailed implementation schedule.

The work plan will be scored based on:

- Consistency with the goals and recommendations of the Forest Carbon Plan.
- Correlation between the proposal and the watershed-related goals and objectives of the applicant’s long-range or strategic plan.
- The extent to which the required and eligible activities are integrated into the work plan.
- Manageability, feasibility, and integration of the goals, tasks, sub-tasks, and performance measures.
- The extent to which the proposed budget supports the work plan to address the needs of the watershed(s).

Collaboration (25 Points)

Proposals that demonstrate multiple, committed partnerships and coordination with other agencies, organizations, or entities will receive more points. Proposals should describe existing collaborations to address watershed issues and how the watershed coordinator would catalyze existing relationships to unify planning and project implementation efforts.

Partnerships or collaboration must be evidenced by letters of support and/or other documentation such as memoranda of understanding or resolutions. Letters and supporting documentation should include the following:

- An explanation of the entity's relationship with the Applicant.
- A description of the entity's jurisdiction as it relates to the watershed.
- A description of any intended contributions (e.g. financial contributions, donated staff time or resources) to support the watershed coordinator.

Proposals that demonstrate the following will receive more points:

- Evidence of collaboration with a diverse set of watershed stakeholders.
- Evidence of collaboration with stakeholders and jurisdictions geographically distributed throughout the watershed.
- Evidence of collaboration with entities with decision-making power within the watershed (e.g. public agencies, landowners).

Consistency with additional planning efforts (15 Points)

Proposals that demonstrate contributions toward existing published watershed or other water-related goals of the State or other entities will receive more points. Proposals should illustrate a comprehensive understanding of existing issues and plans for the watershed as a whole. The narrative proposal needs to identify watershed goals from the State, other agencies, and watershed organizations, and explain how these goals will be supported by the proposal. For example, proposals could address California's Integrated Regional Water Management Plans (IRWMPs), regional water quality goals, or approved Habitat Conservation Plans.

Co-benefits (10 Points)

Proposals must describe all potential anticipated co-benefits to the watershed(s). Proposals will be awarded points based on the extent to which individual co-benefits are supported within the watershed(s), as well as the number of co-benefits supported. Potential co-benefits may include:

- Supporting biodiversity
- Improving water quality
- Improving water supply
- Improving local socioeconomic conditions
- Improving carbon sequestration
- Providing recreational and educational opportunities
- Protecting spiritual and cultural resources

Long-term success (5 Points)

Proposals should have the potential to result in long-term sustainable benefits. Proposals that provide feasible methods 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.

Section 3: Application Submittal and Review

Application components

The application template can be found in Appendix B and is also available on the Department's website at <http://www.conservation.ca.gov/dlrp/grant-programs/watershed>.

Applicants should familiarize themselves with the Guidelines, including the template Grant Agreement (Appendix C) prior to completing this grant application, and refer to the Guidelines for important dates and questions regarding the content of their submission.

Environmental documents

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.

Application review process

The Checklist on page B-1, Appendix B, is provided to assist the applicant in ensuring that the necessary documents are included in the application. Prior to the application deadline, interested applicants may contact staff with questions.

Please complete all materials using an easy-to-read font. Unless otherwise notified, all materials should follow the provided naming convention and should be emailed to the Department of Conservation at wcp@conservation.ca.gov, no later than 11:59 p.m. on the date due.

You will receive acknowledgement upon the receipt of the application via email.

Applications will be reviewed by a review panel, that collectively are referred to as "reviewers" within this document.

All proposals will first be reviewed to ensure that they meet all Eligibility Criteria – proposals that don't meet all Eligibility Requirements are not eligible for funding. Proposals that meet all of the Eligibility Criteria are then scored using the Selection Criteria.

Reviewers will review all eligible proposals and award points for each Selection Criterion on a sliding scale from zero to the maximum number of points available. More points will be given to concise proposals with strong detail and support. Likewise, more points will be given to proposals that provide more detail and support for fewer elements within each criterion compared to proposals that provide superficial responses for all elements within each criterion.

Applications will then be ranked based on their scores. Awards will be made to those applications within each watershed coordinator zone with the highest scores. If multiple applications are submitted for a single watershed, only the highest ranking application within that watershed will be eligible to receive an award, based on available funding.

Section 4: Grant Awards, Execution, and Administration

Overview of the grant awards and execution

1. The Department will determine awardees based on the review process described in Section 3.
2. The Department will notify the applicant of his/her award.
3. The awardee must sign and return two copies of the grant agreement to the Department.
 - a. The awardee risks forfeiting the grant award if he/she does not submit signed agreements within three months of the award date.
4. The grant agreement is considered fully executed once the Department's authorized signatory has signed the grant agreement cover page.
5. Once the Department notifies the grantee that the agreement has been fully executed, the watershed coordinator should promptly commence work.

Reporting

Grantees are required to submit regular reporting, as specified in the grant agreement.

Funding and accounting

Payment of grant funds

1. Advance payments are not permitted.
2. Payments will be made on a reimbursement basis.
3. Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and the Grantee.
4. Only those eligible costs incurred as outlined in these Guidelines and in accordance with the Grant Agreement will be eligible for reimbursement.
5. Grantees may request reimbursement monthly, and in accordance with the terms and conditions of the Grant Agreement.
6. The Department may withhold 10 percent of the last invoice until all final reports and documentation have been received and approved.

Accounting of grant funds

It is essential that complete and accurate records be maintained. Grant recipients must maintain an accounting and record keeping system that reflects sound fiscal controls and safeguards. The accounting information must be sufficient so that the total cost of each aspect of the project can be readily determined and records are readily available upon demand. Grant recipients must retain all grant transaction records for a period of four years after final payment.

Auditing of fund expenditures

All expenditures of public funds under this program are subject to audit by the State of California. All grant recipients shall maintain books, records, documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds (including state funds, interest earned, and matching funds by the grant recipient) and the total cost of the project.

Purchasing

Grant recipients are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting, and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

Section 5: Definitions and Reference Material

Definitions

Collaboration: Partnership or cooperation involving multiple and diverse stakeholders (including agencies, as appropriate) to improve natural resource conditions within the same watershed in ways that do not duplicate efforts.

Department: California Department of Conservation.

Local entity: Eligible applicants are local entities, as defined in these Guidelines, that maintain an office and focus on issues within the watershed that is subject of the application, as follows: (1) special districts; (2) nonprofit groups (tax exempt 501(c)(3)); (3) local governments; and (4) federally recognized California Native American tribes and non-federally recognized California Native American tribes.

Project area: Project area is a GIS mapped area comprised of one or more HUC 10 hydrologic sub-areas or HUC 8 hydrologic areas selected from one of the watershed coordinator zones.

Reasonable costs: A cost that, in its nature and amount, does 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:

- a. 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 the project.
- b. 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.
- c. Market prices for comparable goods or services for the geographic area.
- d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- e. Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

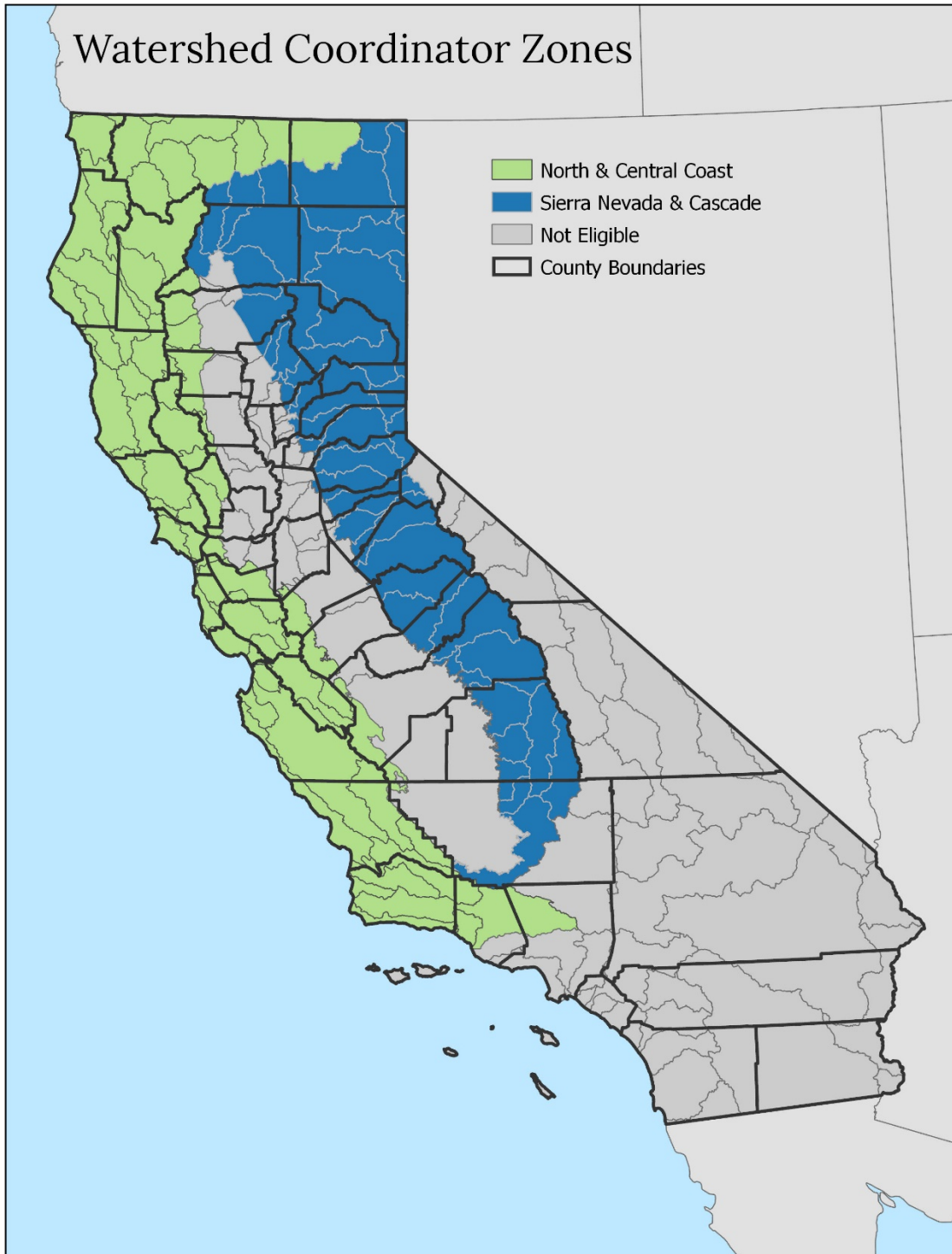
Watershed: All land enclosed by a continuous hydrologic drainage divide and lying upslope from a specified point on a stream, river, lake, or other waterbody. Total land areas draining to any point in a stream.

Watershed coordinator zone: One of two zones identified in Appendix A.

Reference material

- *California Forest Carbon Plan: Managing our Forest Landscapes in a Changing Landscape*, May 2018, California Natural Resources Agency, California Environmental Protection Agency, California Department of Forestry and Fire Protection
- Executive Order B-52-18

Appendix A: Map of Priority Watersheds and Watershed Coordinator Zones



2018 Watershed Coordinator Program Application

[Application removed from Grant Agreement]