

PROPOSITION 50 AGRICULTURAL WATER QUALITY GRANT PROGRAM
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD
AND

THE REGENTS OF THE UNIVERSITY CALIFORNIA COOPERATIVE EXTENSION

Upper Feather River Watershed (UFRW) Irrigation Discharged Management Program

AGREEMENT NO.: 04-317-555-0

This Grant Agreement is made between the State of California acting by and through the State Water Resources Control Board, hereafter referred to as the "SWRCB", and The Regents of the University California, Cooperative Extension, an educational institution, hereafter referred to as the "Grantee".

WHEREAS:

1. The following provision(s) authorize the SWRCB to enter into this type of Grant Agreement:
WC § 79540, PRC § 30940 (Pr 50 Agricultural Water Quality)
2. The Grantee has applied for a grant and has been determined by the State Water Board to be eligible for a grant pursuant to applicable State laws and regulations; and
3. The SWRCB, pursuant to the SWRCB Resolution No. 2005-0024, approved on March 16, 2005, has authorized grant funding for the Project hereafter described.

NOW, THEREFORE, it is agreed as follows:

The Project generally consists of interacting with local agricultural landowners and supporting work activities within the Upper Feather River Watershed (UFRW) which will be responsive to the requirements of the Regional Water Quality Control Board's (RWQCB's) agricultural discharge waiver program to address water quality issues associated with discharge from irrigated lands in this area, for the benefit of the Grantee.

The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee: The Regents of the University California, Cooperative Extension
Name: Wendy Stewart, Grant Manager	Name: Holly George, Project Director
Address: 11020 Sun Center Drive, Suite 200 Rancho Cordova, Ca., 95670	Address: 208 Fairgrounds Road Quincy, CA. 95971
Phone: (916) 464-4617	Phone: (530) 283-6262
Fax: (916) 464-4780	Fax: (530) 283-6088
e-mail: wstewart@waterboards.ca.gov	e-mail: hageorge@ucdavis.edu

Direct all inquiries to:

State Water Resources Control Board	Grantee: The Regents of the University California, Cooperative Extension
Section/Unit: Division of Financial Assistance	Section/Unit: D
Attention: Carmen Rios, Program Analyst	Attention: Lynn Deetz, Grant Contact
Address: 1001 I Street, 16 th Floor Sacramento, CA 95814	Address: 1111 Franklin Street, 6 th floor Oakland, CA. 94607-5200
Phone: (916) 341-5659	Phone: (510) 987-0042
Fax: (916) 341-5296	Fax: (510) 587-6491
e-mail: Crios@waterboards.ca.gov	e-mail: lynn.deetz@ucop.edu

Each party may change its Project Representative upon written notice to the other party.

1. Incorporation of Documents. This Agreement incorporates the following documents:
 - 2.1 Exhibit A, Scope of Work;
 - 1.2 Exhibit B, Invoicing, Budget Detail, and Reporting Provisions;
 - 1.3 Exhibit C, SWRCB General Conditions; and
 - 2.4 Exhibit D, Grant Program Terms and Conditions
2. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.
3. The term of the Agreement shall begin on June 15, 2005 and continue through Project completion plus thirty-six (36) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY March 31, 2008.**

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: _____
Grantee Signature

By: _____
Esteban Almanza, Chief
SWRCB, Division of Administrative Services

Grantee Typed/Printed Name

Date

Title and Date:

Reviewed by:
Office of Chief Counsel
Date:

EXHIBIT A – SCOPE OF WORK

1. Project Assessment and Evaluation Plan, Monitoring Plans, Quality Assurance Project Plan
 - 1.1. All projects are required to prepare and implement a Project Assessment and Evaluation Plan (PAEP) (aka Project Monitoring and Performance Plan) to detail the methods of measuring Project benefits and reporting them in accordance with a PAEP. Many projects include multiple activities that will require measurement of several parameters to evaluate Project performance. Projects addressing sediment and nutrients must report annual pollutant load reductions. Projects protecting, restoring or creating streams, shorelines, or wetlands, must report an annual accounting of the acres of wetlands restored and created, feet of streambank and shoreline protected and feet of stream channel stabilized. Guidance for preparing the PAEP will be available at <http://www.swrcb.ca.gov/funding/awqgp/index.html>.
 - 1.2. The Grantee shall prepare, maintain, and implement a Monitoring Plan (MP) that describes the types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The MP shall be approved by the Grant Manager prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to MP approval. The Grant Manager must approve any changes to the MP prior to implementation. Two distinct types of MPs are required for this Project.
 - 1.2.1. The baseline Water Quality MP will:
 - a. Bracket irrigated agriculture in the main valleys in the UFRW with sites in the Sierra Valley, Indian Valley, American Valley, and Goodrich Creek area above Lake Almanor.
 - b. Select irrigation return flow locations to characterize general water quality of irrigation return flows throughout the watershed.
 - c. Be consistent with the Phase I requirements of the RWQCB Ag Waiver Program.
 - d. Address bioassessment plans and schedules.
 - e. Include Geographical Information System (GIS) locations for each site.
 - f. The Grantee shall implement water quality monitoring at baseline sites.
 - g. Submit annual progress reports of baseline site monitoring to Grant Manager.
 - 1.2.2. The demonstration site MPs to evaluate Management Measures (MM) will:
 - a. Establish and identify demonstration sites in each of the three (3) valley areas: The Sierra Valley, Indian Valley, and the American Valley.
 - b. Describe site selection reasoning and summarize proposed MMs applicable to each site.
 - c. Propose constituents and frequencies that will best evaluate implemented MMs.
 - d. Include GIS locations for each site.
 - e. Submit list of proposed demonstration sites with brief rationale for selection to Grant Manager.
 - g. Submit annual progress reports of demonstration site monitoring to Grant Manager.
 - 1.3. The Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the SWRCB's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required. The QAPP shall be approved by the RWQCB or SWRCB's Quality Assurance (QA) Officer prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed.
 - 1.3.1. Develop a QAPP for the baseline water quality monitoring.
 - 1.3.2. Develop a QAPP for the demonstration sites
 - a. Demonstration sites QAPP may reference sections of the baseline QAPP.
 - b. Any QAPP modifications or additions needed for demonstration sites must be submitted to the Grant Manager as amendments to the baseline QAPP.
 - c. QAPP amendments shall be approved by the RWQCB or SWRCB's QA Officer prior to implementation of any sampling or monitoring activities.

2 Work to be performed by Grantee

2.1 Project Team

- 2.1.1 Establish Project Team that shall include: University California Cooperative Extension (UCCE) Rangeland Watershed Specialist, Plumas-Sierra and Lassen, UCCE Advisors, UC Davis Land, Air & Water Department Chair, and RWQCB Representative.
- 2.1.2 The role of the Project Team is to oversee the grant and facilitate completion of the Project.

2.2 Project Steering Committee (PSC)

- 2.2.1 Establish a PSC composed of landowner representatives from Sierra Valley, Indian Valley, American Valley and Goodrich Creek, representatives from water resource protection agencies, agricultural groups in UFRW including coordinators from the three (3) local sub-watersheds, conservation assistance agencies, Plumas/Sierra Co Agricultural Commissioner, Feather River and Sierra Valley Resource Conservation Districts, National Resource Conservation Service (NRCS), District Greenville Office, RWQCB, and the Sacramento Valley Water Quality Coalition.
- 2.2.2 Conduct meeting(s) to discuss Project objectives and overall scope, clarify community role, allow input at the outset of the Project and schedule future meetings. Participants will be contacted by letter, email, and or telephone.
- 2.2.3 Schedule meeting(s) to review all aspects of Project activities to assure accuracy of information, quality of products, and acceptance by the local Agricultural Community. Participants will be contacted by letter, email, and or telephone.

2.3 Augment Existing Information on Irrigated Agriculture Operations in UFRW

- 2.3.1 Compile and develop comprehensive information through survey and small group meeting(s) about current status of irrigated lands in the Upper Feather River Watershed (UFRW), including: total acreage and location of irrigated lands, types of farming/ranching operations, types of irrigation practices, types and amount of agriculture chemical use, sources of water, farming/grazing practices, irrigation return flow and storm runoff, and management practices commonly in use.
- 2.3.2 Submit survey to the Grant Manager for review or comments.
- 2.3.3 Create a comprehensive mailing list of irrigated agriculture landowners in UFRW working with Plumas & Sierra County Assessors and Planning Departments, Agricultural Commissioner, NRCS, and sub-watershed coordinators.
- 2.3.4 Prepare and submit a draft report to adequately describe irrigated agricultural operation practices in the UFRW to the Grant Manager for review and comments.
- 2.3.5 Submit final report on irrigated agricultural operation practices to the Grant Manager

2.4 Program Coordination and Participation

- 2.4.1 Interact with existing organizations and individuals including but not limited to: local landowners, watershed coalitions and groups, agricultural organizations, community, city, and state agency representatives within UFRW to explain goals/objectives of the Project and expectations for participation in order to make this Project successful.
 - 2.4.1.1 Prepare and distribute survey to the aforementioned organizations and individuals to detect willingness to cooperate in the demonstration site activities of this Project, and assess the general knowledge of agricultural community on water quality issues and requirements. Submit example survey to the Grant Manager.
 - 2.4.1.2 Cooperation in demonstration site activities should be acknowledged within a landowner agreement form supplied and retained by the Grantee.
- 2.4.2 In order for the RWQCB staff and SWRCB staff to verify work was adequately performed or conducted, GIS locations for management practices must be identified for this Project prior to any disbursements for this work item.

- 2.4.3 Compile existing information and a list of technical resources and potential funding opportunities to assist landowners in writing ranch plans and implementing management practices.
- 2.4.4 Prepare and distribute list of resources to the Grant Manager and post on the Internet.
- 2.4.5 Conduct a minimum of two (2) meeting(s) annually to share results of the report on agricultural operations in the UFRW (2006) and results of baseline water quality monitoring, demonstration sites and MM monitoring with existing organizations, newsletters, and small group meetings and Internet posting.
- 2.4.6 Conduct creek walks, demonstration site visits, field trips, seminars, and organize newsletters throughout the Project to be posted on the Internet and sent to Grant Manager.
- 2.4.7 Prepare and post on internet a detailed schedule of these events and submit to Grant Manager

2.5 Facilitate Completions of Conservation or Farm/Ranch Plans

- 2.5.1 Prepare and distribute Farm Planning Workgroup Promotional Materials to the Grant Manager and post on the Internet.
- 2.5.2 Meet with willing participants and small groups within the sub-watersheds contacted through outreach efforts.
- 2.5.3 Coordinators will work with NRCS, Grantee and others to assist landowners in developing their own ranch and farm plans.
- 2.5.4 Conduct a minimum of two (2) workshops or training events annually.
- 2.5.5 Prepare and distribute announcements of trainings & workgroup meetings.
- 2.5.6 Provide technical assistance in the form of GIS maps with aerial photograph overlays for each cooperating landowner.

2.6 Draft and Final Project Reports

- 2.6.1 Prepare and submit to the Grant Manager a draft Project Report for review and comment that includes and addresses the following narrative sections and items:
 - a. A summary of the Project, describing Project purpose, scope and goals, activities completed, techniques used and partners involved.
 - b. A report of all management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the Grant Manager to find the physical location of each implemented practice or measure in a quick and efficient manner. Acceptable formats include, but are not limited to:
 - Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the Grant Manager to locate the measure or practice within a 50-foot radius.
 - Project coding system – The project coding system shall explain the product coding used to describe each implemented practice or measure, together with its corresponding latitude and longitude.
 - c. Describe Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or ground water, and 3) documented changes in water quality based on monitoring.
 - d. Identify lessons learned in carrying out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.

- e. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
 - f. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from sources other than CWA Section 319(h). Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
 - g. Identify planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.
 - h. Include appropriate photos and graphics.
 - i. A list of items submitted as outlined in the Table of Items for Review.
 - j. Any additional information that is deemed appropriate by the Project Director or Grant Manager.
- 2.5.2 Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, two (2) copies, and an electronic copy of the final.

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	GRANT FUNDING	DUE DATE
EXHIBIT A – SCOPE OF WORK			
1.	PROJECT ASSESSMENT AND EVALUATION PLAN, MONITORING PLANS, QUALITY ASSURANCE PROJECT PLANS	--	--
1.1	Project Assessment and Evaluation Plan	\$ 3,000	February 2006
1.2	Monitoring Plan (MP)	\$ 1500	--
1.2.1	Baseline water quality MP		February 2006
1.2.1.f	Water quality monitoring program implementation at baseline sites	\$168,964	
1.2.2.g	Annual progress reports of baseline sites		November 2006 & 2007, March 2008
1.2.2	Demonstration Site MP to Evaluate Management Measures (MM)	\$ 1,500	November 2006
1.2.2.a	Identify and develop demonstration sites	\$ 169,067	November 2006
1.2.2.e	List of proposed demonstration sites with brief rational for selection		February 2007
1.2.2g	Annual progress reports of demonstration sites		March 2008
1.3	Quality Assurance Project Plan (QAPP)	\$ 3,000	--
1.3.1	Baseline quality assurance project plan		February 2006
1.3.2	Demonstration site QAPP reference & amendments		March 2007
2.	WORK TO BE PERFORMED BY GRANTEE		
2.1	Project Team		
2.1.1	List of project team members		
2.2	Project Steering Committee (PSC)		
2.2.1	List of PSC members		
2.2.2	Agenda, attendees, and meeting materials		
2.3	Augment Existing Information on Irrigated Agriculture Operations in Upper Feather River Watershed (UFRW)	\$37,503	
2.3.1	Compilation and Augment of Existing Information about Land Management Practices on Irrigated Agricultural Lands within the UFRW		
2.3.2	Survey forms		Three Months after execution
2.3.4	Draft report of irrigated agricultural practices in UFRW		June 2006
2.3.5	Final report of irrigated agricultural practices in UFRW	--	September 2006
2.4	Program Coordination and Participation	\$ 53,710	--
2.4.1.1	Survey forms	--	As required
2.4.2	GIS locations	--	February 2007
2.4.4	List of Resources	--	As needed
2.4.5	List of attendees for the meetings, newsletters, and agendas	--	Summer 2006 & throughout Project

Item	DESCRIPTION	GRANT FUNDING	DUE DATE
2.4.6	Copies of newsletters, website posting, field trip announcements, agendas, and list of attendees.	--	Summer 2006 & update regularly throughout Project
2.4.7	Submit website address	--	March 2006 and Updated as Needed
2.5	Facilitation of Completion of Conservation or Farm/Ranch Plans	\$ 34,990	--
2.5.1	Submit farm planning workgroup promotional materials	--	March 2006
2.5.4	Lists of Participants for Workshops and Training Events		As Needed
2.5.5	Submit announcements of trainings & workgroup meetings	--	As Needed
2.6	Draft and Final Project Reports	\$ 19,639	
2.6.1	Draft Project Report	--	January 2008
2.6.2	Final Project Report	--	March 2008
EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS			
1.0	Invoices	--	Quarterly
3.0	STANDARD REQUIREMENTS CERTIFICATION FORM	--	(as needed)
4.0	REPORTS	\$ 19,639	
4.1	Progress Reports by the twentieth (20 th) of the month following the end of the calendar quarter (March, June, September, and December)	--	Quarterly
4.2	Expenditure/Invoice Projections	--	Quarterly
4.3	Grant Summary Form	--	Day 90
EXHIBIT C – SWRCB GENERAL CONDITIONS			
6	Copy of final CEQA/NEPA documentation	--	February 6,2006
20	Signed cover sheets for all permits	--	As needed
Total Grant Funds:		\$ 512,512	--

EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

1. Invoicing

- 1.1 Invoices shall be submitted in the format provided by the SWRCB. The original invoice shall be submitted to the SWRCB's Grant Manager on a quarterly basis consistent with the reporting schedule in Section 6.1 of this exhibit. The address for submittal is:

Wendy Stewart, Grant Manager
Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, Ca., 95670

- 1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Receipt of invoices in any other format than the one provided by the SWRCB will be cause for an invoice to be disputed. In the event of an invoice dispute, the SWRCB's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the SWRCB's Grant Manager.
- 1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
- 1.4 Notwithstanding any other provision of this Agreement, the Grantee agrees that the SWRCB may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- 1.5 The invoice shall contain the following information:
- a. The date of the invoice;
 - b. The time period covered by the invoice, i.e., the term "from" and "to";
 - c. The total amount due; and
 - d. Original signature and date (in ink) of Grantee or its authorized representative.
 - e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN May 1, 2008.

2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 2005-06 fiscal year ending June 30, 2006 shall not exceed five hundred twelve thousand five hundred twelve dollars and no cents (\$512,512.00).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

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

3. Line Item Budget

			PROP.50	MATCH	TOTAL
Personnel Services			\$ 188,033	\$ 113,946	\$ 301,979
Classification	Hours	Wage/Hour			
Staff Research Assoc. I (2 @ .45 FTE for 3 yrs) benefit (6%)	5978	\$15.05			
Lab Assistant I (.2 FTE for 3 yrs) benefit (6%)	1328	\$10.92			
Assistant II (.5 FTE for 3 yrs) benefits (30%)	4072	\$13.78			
Assistant II (.3 FTE for 3 yrs) benefits (6%)	1992	\$13.78			
CE Associate Advisor (.15 FTE for 3 years) benefits (30%)	1222	\$23.92			
CE Advisor Full Title III (.3 FTE for 3yrs) benefits (30%)	2443	\$34.68			
Operating Expenses (Prorated for Project)			\$ 54,000	\$ 7,000	\$ 61,000
Includes:					
Supplies for monitoring and shipping water samples (ie: bottles, refrigerator for storage, ice chests, ice, fields sampling tools data recorders, waders, gloves and other special clothing for sampling appropriate software to manage data, etc.)					
Education materials & supplies, telephone, postage, and Office supplies					
Supplies (each less than \$5,000) two (2) Global Positioning System (GPS) units, two (2) digital cameras, two (2) laptops , memory sticks,					
Travel			\$ 30,976	\$ - 0 -	\$ 30,976
Rental vehicle plus fuel and mileage for private use vehicle.					
Professional and Consultant Services			\$239,503	\$ 99,007	\$ 338,510
University of California of Davis: field work, sampling, lab work, data analysis, generation of reports participation in workshops and meetings					
Toxicity Analyses					
Macro Invertebrate Analyses					
TOTAL			\$ 512,512	\$ 219,953	\$ 732,465

4. Budget Line Item Flexibility

- 4.1 Line Item Adjustment(s). Subject to the prior review and approval of the SWRCB's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the grant funds including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
- 4.2 Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the SWRCB. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested

changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The SWRCB may also propose adjustments to the budget.

5. Standard Requirements Certification Form. Grantee shall provide to the SWRCB's Grant Manager a Standard Requirements Certification Form (to be provided by the SWRCB) certifying that QAPP/CEQA/NEPA/PERMIT documents have been received by the Grant Manager. Payment for activities that require a completed QAPP or CEQA/NEPA documents, or permits, shall not be made to Grantee until the certification form is received by the SWRCB's Grant Manager.
6. Reports.
 - 6.1 Grantee shall submit quarterly progress reports to the SWRCB's Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December). The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - 6.1.1 The invoice accompanying the progress report must explain the method used to compute the amount due. Invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 6.2 Every three (3) months (quarterly) during the work performed under the Scope of Work - Exhibit A section of this Agreement, the Grantee shall develop and submit to their assigned SWRCB's Program Analyst expenditure/invoice projections for future quarters to enable funding availability for payment of invoices.
 - 6.3 Grantee shall complete a one (1) page Grant Summary Form <http://www.swrcb.ca.gov/nps/docs/consummary.doc> within three (3) months of the Agreement execution. A hard copy shall be submitted to the Grant Manager and an electronic copy to the Program Analyst for SWRCB website posting.
 - 6.4 At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Project Inventory (NRPI) Project Survey Form http://www.ice.ucdavis.edu/nrpi_forms/default.asp. A hard copy shall be submitted to the Program Analyst prior to final payment.
 - 6.5 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the SWRCB.
7. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
8. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the SWRCB.

EXHIBIT C
SWRCB GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the SWRCB.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the SWRCB.
4. **AUDIT:** Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such fiscal records for a possible audit for a minimum of thirty-six (36) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of the Agreement.
5. **BONDING:** Where contractors are used, Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.
6. **CEQA/NEPA:** No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Chief of the SWRCB's Division of Financial Assistance. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of the Agreement.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
10. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Chief of the Division of Financial Assistance (Division), or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the SWRCB's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent,

or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.

11. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
12. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
13. **GRANT MODIFICATIONS:** The SWRCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the SWRCB a written statement setting forth the disagreement with the change.
14. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
15. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the SWRCB.
16. **INSPECTION:** Throughout the life of the Project, the SWRCB shall have the right to inspect the Project area to ascertain compliance with this Agreement.
17. **INSURANCE:** Throughout the life of the Project, the Grantee shall maintain a program of self-insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to the SWRCB. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
18. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
19. **NOTICE:** The Grantee shall promptly notify the SWRCB of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the SWRCB, and the SWRCB has given written approval for such change. The Grantee shall notify the

SWRCB at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by SWRCB's representatives. The Grantee shall promptly notify the SWRCB in writing of completion of work on the Project. The Grantee shall promptly notify the SWRCB in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

20. PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
21. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met. The Grantee agrees to fulfill its responsibilities under Section 1771.8 of the Labor Code, where applicable.
22. PROFESSIONALS: The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
23. RECORDS: Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;

- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
 - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
 - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
 - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - f. If Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
24. **RIGHTS IN DATA:** The Grantee agrees that all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of this Agreement shall be public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the SWRCB for financial support. The Grantee shall not utilize the materials submitted to the SWRCB (except data) for any profit making venture or sell or grant rights to a third party who intends to do so. The SWRCB has the right to use submitted data for all governmental purposes.
25. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the SWRCB is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
26. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Boards.
27. **SWRCB ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
28. **TERMINATION:** Either party has the right to terminate this Grant Agreement by giving at least thirty (30) days notice. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Grantee and unspent prior to the effective date of such termination. In the event of such termination, Grantee shall turn over to the SWRCB all work product developed, purchased, or otherwise obtained using funds from this Grant Agreement. Such work product shall include but not be limited to materials, data, equipment, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced or purchased by the Grantee in the performance of this Agreement. Such work product shall be delivered to the SWRCB in usable fashion with the intent that future grantees may be able to carry on the work begun by this Grantee. In the alternative, the Grantee may choose to immediately repay all Project funds to the SWRCB. If the Agreement is terminated by either party at a point in which Grantee is owed compensation by SWRCB, upon receipt of a final invoice and appropriate documentation SWRCB agrees to pay Grantee the amount owed.

29. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
30. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at Grantee's usual rates. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the SWRCB.
31. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
32. **VENUE:** The SWRCB and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
33. **WITHHOLDING OF GRANT DISBURSEMENTS:** The SWRCB may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.
34. **PUBLIC RECORDS ACT NOTIFICATION:** Upon receiving a request from any member of the public regarding information related to this Agreement, the SWRCB will notify the Grantee of such a request within three (3) working days. This notification provision does not apply to requests made by auditors, the Legislature, or other state or federal officials.

EXHIBIT D
Grant Program Terms & Conditions

1. The Grantee hereby certifies that it is one of the following: A city, county, city and county, district, the State or Federal government, Native American tribe, or any agency or department thereof; or a nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (commencing with Section 5000 of the California Corporations Code), qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.
2. The Grantee hereby certifies that this Project complies with all of the eligibility requirements described in the Agricultural Water Quality Grant Program Guidelines (August 26, 2004).
3. The Grantee hereby certifies that this Project is consistent with the applicable adopted local watershed management plan and the applicable regional water quality control plan (Basin Plan).
4. The Grantee hereby certifies that this Project uses qualified impartial experts to document and verify results through water quality monitoring or other means.
5. If this Project includes a monitoring component, the Grantee hereby certifies that it shall allow the integration of data into statewide monitoring efforts, including, but not limited to, the SWRCB's surface water ambient monitoring program.
6. If this Project is located within the San Gabriel and Los Angeles River watersheds, the Grantee hereby certifies that it shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the Santa Monica Mountains Conservancy.
7. If this Project will wholly or partially assist in the fulfillment of one or more of the goals of the CALFED Bay-Delta Program, the Grantee hereby certifies that it shall be consistent with the CALFED Programmatic Record of Decision, and shall be implemented, to the maximum extent possible, through local and regional programs.