

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
HUMBOLDT COUNTY 4600004494
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANS
CALIFORNIA WATER CODE § 79560 ET SEQ.**

THIS AGREEMENT is entered into on January 3, 2006, by and between the Department of Water Resources of the State of California, hereinafter called "State," and Humboldt County, a county agency, hereinafter called "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide a grant from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 to Grantee for the purpose of developing new or completing new or updating existing IRWM plans or to develop, complete, or modify a component of an IRWM Plan.
2. **GRANT AMOUNT.** The maximum amount payable under this Grant Agreement shall not exceed \$500,000.
3. **TERM OF AGREEMENT.** The term of this Grant Agreement begins on January 3, 2006, and terminates on January 2, 2008, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
4. **GRANTEE'S RESPONSIBILITIES.** Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code.
5. **GRANTEE COSTS.** The reasonable costs of the project are estimated to be \$954,000. Grantee agrees to fund the difference between the estimate of project cost in its grant application and the Grant Amount specified in Paragraph 2, if any. Grantee cost share is estimated to be \$454,000. Grantee shall provide State evidence that such funds have been expended by task prior to submittal of a request for State grant fund reimbursement.
6. **ELIGIBLE PROJECT COSTS.** Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C, Project Budget. Costs that are not eligible for reimbursement include but are not limited to:
 - a. Costs incurred prior to effective date of this Grant Agreement;
 - b. Replacement of existing funding sources for ongoing programs;
 - c. Support of existing agency requirements and mandates;
 - d. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible project costs; and
 - e. Overhead not directly related to project costs.

7. **METHOD OF PAYMENT.** Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
Division of Planning and Local Assistance
Attention: Nancy Pashugin
P. O. Box 942836
Sacramento, CA 94236-0001

Invoices must be accompanied by appropriate receipts and reports. The invoice shall contain the date of the invoice; the time period covered by the invoice; the total amount due; and original signature and date (in ink) of Grantee's authorized representative. 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). Final invoice, including any requests for release of retention, shall be clearly marked 'FINAL INVOICE' and submitted NO LATER THAN May 15, 2008.

8. **PROJECT REPRESENTATIVES:** The Project Representatives during the term of this Grant Agreement will be:

Department of Water Resources
Tracie Billington
DPLA, CWMB, Chief of Special Projects
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9226
Fax: (916) 651-9292
tracieb@water.ca.gov

Humboldt County
Kirk Girard
Community Development Services Director
County of Humboldt, 3015 H Street
Eureka, CA 95501
Phone: (707) 268-3735
Fax: (707) 445-7446
kgirard@co.humboldt.ca.us

Direct all inquiries to:

Department of Water Resources
Craig Cross
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9204
Fax: (916) 651-9292
ccross@water.ca.gov

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

9. **PROGRESS REPORTS.** Grantee shall submit, via email, quarterly progress reports to the State's Grant Manager by the 15th January, April, July, and October for the preceding quarter. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, invoice projections, description of progress on the plan, any data developed or information gained, any costs incurred, any schedule impacts, and any problems encountered in the performance of the work under this Grant Agreement. Grantee shall document all contractor activities and expenditures in progress reports. The submittal of these reports is a requirement for initial and continued disbursement of funds. Report format is attached as Exhibit E, Progress Report Format. The progress report must explain the method used to compute the amount due.
10. **FINAL REPORT.** Grantee shall prepare and submit to State, upon completion of the Project, a Final Report, which shall include: 1) an Executive Summary; 2) a comparison between the planned schedule in the Grant Agreement and actual timeline and explain the differences; and 3) a discussion of major problems that occurred in meeting the project goals and objectives as proposed and how and if they

were resolved. The Final Report shall also contain a detailed description and analysis of project results, and a summary of the costs incurred and disposition of funds disbursed. The Final Report shall be provided in hard copy and digital format prior to final payment of grant funds retained by State.

11. PERFORMANCE EVALUATION. Grantee's performance under this Grant Agreement will be evaluated by State after completion.
12. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the above addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one above.

The Grantee shall promptly notify the State of events or proposed changes that could affect the scope, budget, or work performed under this Grant 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 State, and the State has given written approval for such change. The Grantee shall notify the State at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. The Grantee shall promptly notify the State in writing of completion of work on the Project.

13. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant 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.
14. STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant Agreement by this reference:
 - Exhibit A Project Work Plan
 - Exhibit B Project Schedule
 - Exhibit C Project Budget
 - Exhibit D Standard Conditions
 - Exhibit E Progress Report
 - Exhibit F Grantee Resolution
 - Exhibit G Travel and Per Diem Expenses

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date first above written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Humboldt County

Mark W. Cowin, Chief
Division of Planning and Local Assistance

Kirk Girard, Community Development Services
Director

Approved as to legal form and sufficiency

Nancy J. Saracino, Chief Counsel

EXHIBIT A PROJECT WORK PLAN

TASK 1 MAINTAIN AND ENHANCE NCIRWMP COLLABORATIVE FRAMEWORK & STAKEHOLDER INVOLVEMENT

Task Description: Provide for ongoing input and oversight from the NCIRWMP Policy Review Panel, technical evaluation by the Technical Peer Review Committee, and input from stakeholders in the North Coast Region to support the ongoing development and refinement of the North Coast Integrated Regional Water Management Plan, including evaluating and updating planning objectives, evaluating and updating water management strategies and the integration thereof, evaluating and updating data management and monitoring approaches, and evaluating, updating the water quality/water supply needs of the North Coast communities, and identifying and prioritizing integrated projects that have multiple benefits and that respond to community needs and statewide priorities.

Task 1.1 Continue to convene the NCIRWMP Policy Review Panel and Technical Peer Review Committee on a monthly or bi-monthly basis for NCIRWMP Phase II plan review, issues and data analysis, project review and prioritization and enhancements to the planning process. These meetings will be noticed and open to the public.

Task 1.2 Hold quarterly stakeholder meetings/workshops in each county to educate stakeholders regarding IRWM statewide and regional objectives, to obtain input from partners and interested public regarding NCIRWMP Phase II revisions/enhancements, issues and project priorities

Task 1.3 Provide regular updates and solicit input via the website and e-mail to all interested parties regarding NCIRWMP Phase II issues, data, revisions/enhancements and project priorities

Task 1.4 Define NCIRWMP planning sub-areas with the specific goal of enhancing understanding and collaboration among watershed groups and water and wastewater service providers at the local level.

Task 1.5 Hold up to three meetings in each sub-area to engage the community in locally led planning and to educate them about the role of the NCIRWMP and statewide priorities in local planning and project implementation.

Task 1 Deliverables: a) Policy Review Panel and TPRC schedule, agendas and meeting minutes, b) workshop schedule, agendas and minutes, c) documentation of updates and input from e-mail and web communication, d) sub-area definitions and maps, e) agendas and reports summarizing meetings with local communities.

TASK 2. MAINTAIN AND ENHANCE NCIRWMP WEBSITE AND COMMUNICATION TOOLS

Task Description: The NCIRWMP website <http://northcoastirwmp.net/> currently serves as a communication portal regarding Integrated Regional Water Management Planning for the North Coast Region. The website provides data regarding statewide priorities and processes, data management and monitoring protocols, a calendar of events and deadlines, a spatial map of identified projects, a library and contact information to enhance communication from the Region. This task will maintain the site during Phase II of the NCIRWM planning process, and enhance the communication tools and internet mapping capabilities on the site to allow for more robust interaction among partners and stakeholders in the Region, as well as more advanced data display and analysis. Additional content will be added and is expected to include local planning documents, assessment and monitoring protocols, additional bibliographic resources, and maps.

Task 2.1 Maintain the NCIRWMP website

Task 2.2 Enhance the communication tools on the website to include a discussion forum and enhanced polling capabilities

Task 2.3 Enhance MapServer Internet Mapping Application by adding new data layers and new functionality.

Task 2.4 Add new content to the website, including local planning documents, assessment and monitoring protocols, additional bibliographic resources, and maps

Task 2.5 Develop local website components for NCIRWMP sub-areas, including data searchable by watershed and county.

Task 2.6 Ensure that all data are compatible with the CERES system and provided to statewide data frameworks

Task 2 Deliverables: a) NCIRWMP website b) discussion forum and polling tools, c) minimum of ten new data layers for internet mapping application, new zoom functionality, other new functionality as directed by the Policy Review Panel and TPRC d) new local features component on the website, allowing users to zoom to watershed or county boundaries to evaluate local information, e) up to fifty new content items, including documents, maps, etc. f) up to ten new local data layers to the local features section of the website

Task 3. GIS database for NCIRWMP Applications/

Task Description: The GIS Development task will create and maintain a spatially referenced database that serves as a tool for the evaluation of data and issues, integration and coordination of projects, graphically depicts the geographic range and diversity of IRWMP projects, and allows agencies and other users to evaluate and query projects based on a variety of factors, such as watershed boundary, jurisdictional boundary, cost, type of project, type of proponent, etc. Relevant GIS data for the North Coast Region will be clipped to the regional boundaries, re-projected, compiled in one location and analyzed based on the data needs of the Policy Review Panel and TPRC. All non-proprietary data layers will be made available to the public upon request via CD.

Task 3.1 Identify and obtain relevant spatial data layers

Task 3.2 Clip, re-project and re-name data layers, develop .mxd

Task 3.3 Perform analyses using GIS data as requested and supportable

Task 3.4 Develop FGDC compliant metadata

Task 3 Deliverables: a) list of spatial data layers, b) .mxd, c) analysis summary reports and maps, d) FGDC compliant metadata

TASK 4 IDENTIFY AND COMPILE ALL RELEVANT PLANNING DOCUMENTS AND PROCESSES IN THE NORTH COAST REGION

Task Description: This task will build upon work accomplished during Phase I, and will include a robust search for relevant local planning documents that were completed subsequent to Phase I, or are underrepresented in Phase I. Plans will be summarized and analyzed with the intention of evaluating and supporting integrated regional planning objectives, evaluating integration of management strategies, evaluating assessment and monitoring efforts and adherence to statewide protocols, evaluating water quality and water supply needs for the Region, and avoiding redundancy. Once plans are fully summarized and analyzed, a second data gap analysis will be implemented, providing a plan for future data gathering.

Task 4.1 Evaluate Phase I list of planning documents

Task 4.2 Identify gaps in Phase I list of planning documents

Task 4.3 Evaluate options for filling planning data gaps

Task 4.4 Obtain planning documents

Task 4.5 Summarize/Analyze planning documents

Task 4.6 Evaluate water management data gaps in Region

Task 4.7 Prepare report summarizing data needs and proposed assessments/planning tools to respond to data gaps

Task 4 Deliverables: a) list of Phase I planning data gaps, b) summary and analysis report re: planning documents available in the North Coast region, c) list of Phase II water management planning data gaps, d) report summarizing North Coast water management data needs/planning and assessment tools to respond to data gaps

TASK 5 DEVELOP ADAPTIVE MANAGEMENT FRAMEWORK FOR NORTH COAST INTEGRATED REGIONAL WATER MANAGEMENT PLANNING

Task Description: Outline a process and tools for implementing an adaptive management approach for the North Coast Integrated Regional Water Management Plan – one that will include the ongoing incorporation of statewide and local data at a variety of spatial and temporal scales, and an opportunity to continually refine NCIRWMP content, objectives and strategies.

Task 5.1 Develop and document a process for ongoing integration of local/regional/state/federal priorities, data, projects and regulatory requirements.

Task 5.2 Incorporate data derived from the data management plan – Task 9, below.

Task 5.3 Develop and disseminate a template or templates for an adaptive management approach to

integrated regional water management planning that can be utilized by all stakeholders.

Task 5 Deliverables: a) adaptive management process for NCIRWMP, b) template(s) for adaptive management approach to integrated regional water management planning

TASK 6 CONFERENCE: NCIRWMP ISSUES ANALYSIS – ALL STAKEHOLDERS

Task Description: This task will result in an interactive, facilitated conference focused on refining the list of issues relevant to integrated regional water management planning in the North Coast Region. All stakeholders will be invited to participate – including the NCIRWMP Policy Review Panel, the NCIRWMP Technical Peer Review Committee, MoMU signatories, counties, cities, service districts, tribes and tribal organizations, landowner groups, watershed groups, non-profits and other interested public. This task complements Task 1, but is more targeted, and will occur later in the planning process, once a broad array of objectives and issues are identified at the screening level. Specific issues to be addressed and outcomes to be achieved in this interactive, conference-based setting include: a) appropriate planning objectives for the Region, b) review and updating of water management strategies and opportunities for integration, c) identification and review of data gathering efforts and protocols, d) review, evaluation and updating of regional water quality and water supply needs. This conference will provide information to enhance the NCIRWMP Phase II draft plan, and will also serve to educate the stakeholders and the public – in a large group setting – about statewide priorities, regional and local planning objectives, and the diversity of issues and needs in the Region. We expect to invite state, local and federal elected officials and decision makers to the conference to both provide and receive input about the North Coast IRWMP.

Task 6.1 Plan and schedule a “town hall” interactive conference to gather targeted input from interested stakeholders.

Task 6.2 Document and evaluate input from stakeholders and participants

Task 6.3 Incorporate relevant input into the NCIRWMP planning process

Task 6 Deliverables: a) meeting plans and agendas, b) summary of input c) evaluation report on input, d) list of input to be incorporated into NCIRWMP

TASK 7 PILOT LOCAL GENERAL PLAN PROCESS AND TEMPLATES IN SUPPORT OF THE NCIRWMP

Task Description: Develop a pilot local planning process that incorporates statewide priorities and planning objectives as a means to assist other counties in the North Coast Region in meeting these objectives and integrating them with local planning needs. The Humboldt/Trinity pilot planning effort will seek to integrate IRWM program standards and statewide priorities into the county general plan process.

Task 7.1 Define NCIRWMP Community and Watershed Planning Areas (NCIRWMP CWPA) in Humboldt and Trinity Counties.

Working within the frameworks established by state and federal agencies, Humboldt and Trinity County will identify and map the appropriate boundaries for Community and Watershed Planning Areas within the Counties.

Task 7.2 Prepare Model Water Resource Management Technical Reports for CWPA’s within Humboldt and Trinity County.

Compile existing community and watershed assessment information into abbreviated technical reports that tier from the Phase I NCIRWMP. Information from watershed assessment reports, such as those produced through the North Coast Watershed Assessment Program (NCWAP), will be combined with information from water management reports and county land use plans to assess built and natural environments as they pertain to water management. Inventories will be analyzed; capacities, constraints issues and trends evaluated. The final step will be a strategy review; discussion of areas of concern, needs for the future, ability to effect change and opportunities for investment in projects and county policy and code development. The CWPA Technical Reports will include the following sections:

- Physical and Biological Setting: This section will describe watershed parameters
- Land Use: This section will describe land ownership and use.
- Water supply and demand: This section will identify the availability and timing of water supplies for existing and future needs.
- Water quality: This section will identify existing and projected water quality conditions in relation to state and federal water quality requirements.

- Wastewater treatment and disposal: This section will inventory existing and planned wastewater treatment and disposal facilities including on-site septic or related disposal systems. Projections for wastewater demands will be based on the general plan land use build-out assumptions and linked to water supply demand assumptions.
- Flood management: This section will identify flood hazard areas and local or regional flood management plans and facilities.
- Stormwater management: This section will analyze urbanized area storm flows.
- Infrastructure Analysis: This section will review water and wastewater infrastructure conditions and needs.
- Strategy, Policy and Project Alternatives: This section will describe Water Resource Element policy alternatives and the strategies and project opportunities potentially available to the NCIRWMP CWPA's.

The reports will be used as a basis for public-involvement, the preparation of CEQA documents and the adoption of Water Resource Elements of the Humboldt and Trinity County General Plans. The reports will serve as models for water resource element technical reports for other Counties within the Region. In all cases, the evaluation process and the resulting reports will be designed to integrate statewide priorities and requirements as outlined in the IRWM guidelines and PSPs.

Task 7.3 Conduct Outreach to Identify Preferred NCIRWMP Water Management Strategies and Implementation Alternatives within CWPA's (this task will complement and integrate with task 1)

This project will apply an outreach model at the community level using a wide variety of approaches and media including:

- The existing NCIRWMP website with local features and data relevant to the CWPA
- technical and policy alternative reports
- summit meetings between elected representatives of cities and tribes
- staff level meetings
- town hall public meetings
- stakeholders meetings by subject area
- outreach to organization to facilitate participation
- local, state and federal agency caucuses
- NCIRWMP Policy and Technical Committee review

Meetings within CWPA's will be facilitated to allow the participants to actively engage in the planning process. Written materials will be designed and professionally edited for effective communication. Geographic information systems will be used to convey spatial information. The entire process will be structured to provide a framework for education, negotiation and decision-making on the issues, including those that are controversial and contentious. The input received on the technical reports and presentations will be analyzed and the results reflected in discussion drafts of Water Resource Elements, and in the North Coast Integrated Regional Water Management Plan, Phase II.

Task 7.4 Prepare Draft Water Resource Elements and EIR models

Hearing Drafts of Water Resource Elements and Draft EIR's will be prepared for public review and comment. Input will be obtained through established outreach channels. Final Hearing Drafts and Draft EIR's will be presented to Planning Commissions and Boards of Supervisors for adoption. These adopted documents will be used as models for other counties within the Region.

Task 7.5 Publish Water Resource Element Process Guidelines and Template

A report will be prepared to summarize the experience and methods used to achieve adoption of the Water Resource Elements. The report will include the final Water Resource Elements, will outline how the Water Resource Elements integrate with regional and statewide priorities and objectives.

Task 7 Deliverables: a) List of NCIRWMP Community and Watershed Planning Areas (NCIRWMP CWPA) in Humboldt and Trinity Counties, b) Model Water Resource Management Technical Reports c) Draft Water Resource Elements and EIR models d) Water Resource Element Process Guidelines and Template

TASK 8 PILOT LOCAL WATERSHED PLANNING PROCESS AND TEMPLATES IN SUPPORT OF THE NCIRWMP

Task Description: The Klamath Basin has been known in recent years for its water management conflicts, particularly for its struggle between the beneficial uses of water for fish and for farms. With a desire to find locally based solutions to these conflicts over water, the Shasta-Scott Recovery team was formed. The Shasta-Scott

Recovery team (SSRT) is a sub-group of the State Coho Recovery Team and currently consists of 13 members representing a diversity of stakeholders including local landowners, local government, State and Federal agencies, environmental groups, and recreational anglers with the goal to provide CA DFG with a set of recovery recommendations related to agriculture and agricultural water use that recover healthy, wild and naturally reproducing populations of coho salmon in the Shasta and Scott Rivers. This proposed planning process aims to move this local effort beyond what was required by DFG. We propose to continue the planning process for the Shasta-Scott Recovery team to incorporate all watershed impacts and uses (not just agriculture), coordinate with federal requirements for coho recovery, and to outline a course of action for implementing this recovery strategy in order to help export this process to other watersheds throughout the North Coast. The proposed expansion of the SSRT will be breaking new ground by integrating all beneficial uses of water within these watersheds, and may be considered as a model for other watersheds or groups of watersheds in North Coast Region.

Task 8.1 Re-convene the Shasta Scott Recovery Team and the facilitation team, and extend the geographical scope and representation of the Shasta-Scott Recovery Team upslope to capture both watersheds in their entirety, as well as other entities, communities, cities, and districts to the SSRT.

Task 8.2 Develop an implementation strategy for the proposed SSRT expansion

Task 8.3 Foster stakeholder efforts and knowledge and public support for developing local solutions to resource issues and local methods to accomplish resource requirements using voluntary approaches rather than top-down mandated methods

Task 8.4 Develop the ground level-up process using this watershed approach that will integrate with the county level process to accomplish the regional and statewide requirements and objectives

Task 8.5 Provide a model for consideration by other watersheds in the Region that will focus on integrating statewide objectives into a locally led watershed based planning effort, and will provide this information as a model for locally-led, watershed based planning for consideration by other groups in the Region.

Task 8 Deliverables: a) SSRT meeting schedule, b) report on SSRT recovery strategy implementation process, c) Shasta Scott Recovery Strategy Implementation Plan, d) SSRT Template for consideration by North Coast watersheds, d) outline an outreach and education program to assist other watersheds in applying this model within the North Coast Region.

Task 9 Evaluate formation of North Coast Region Joint Powers Authority, or similar legal entity

Task Description: The NCIRWMP Policy Review Panel will evaluate the formation of a legal structure for ongoing planning and implementation within the NCIRWMP framework, as well as the development of the legal agreements/ authorities which will govern the process and actions that the regional water management group might take. This structure would provide a framework for improved integration and coordination of regional water management.

Task 9.1 Identify potential structures that will allow maximum flexibility and local autonomy for planning and implementation with a variety of funding sources

Task 9.2 Define the terms of the selected structure

Task 9.3 Outline a plan and schedule for implementing the selected legal structure

Task 9 Deliverables: a) list of potential structures and evaluation criteria, b) plan and schedule for implementation of the structure

TASK 10 DEVELOP ASSESSMENT & DATA MANAGEMENT PLAN

Task Description: This task will result in the creation of an assessment and data management plan and associated tools for the NCIRWMP. Information from this task will build on Task 4 (evaluation of planning efforts), and support task 5 (adaptive management framework). Outcomes from this data management plan will include: a) better dissemination of data to stakeholders, b) a list of assessments needed to characterize and/or evaluate the status of water quality, supply and other water management issues in the Region, c) a list of assessment and monitoring protocols that

are appropriate for particular project types, d) educational materials about the appropriate deployment of each of the protocols

Task 10.1 Use NCIRWMP Website to disseminate public domain data, assessment and monitoring protocols, and statewide standards, including SWAMP, as well as the NCIRWMP Data Management Plan (task 9.2, below)

Task 10.2 Develop a NCIRWMP Data Management Plan that outlines priority water-related assessments for the Region, all major protocols and standards specified by the State and outlines how they integrate with local management strategies and projects, and specifies how the NCIRWMP priority projects are to be monitored to be in compliance with State requirements (including SWAMP and other data standards). Identify how data will integrate into the adaptive management framework and be used to update the NCIRWMP.

Task 10 Deliverables: a) data management components on the NCIRWMP website, b) NCIRWMP Data Management Plan

TASK 11. SOLICIT & EVALUATE PROJECTS FROM NORTH COAST REGION

TASK 11 SOLICIT & EVALUATE PROJECTS FROM NORTH COAST REGION

Task Description: Using the NCIRWMP website, and an updated template derived from the State's IRWM Program Guidelines and PSPs as well as user input from Phase I, provide project proponents an opportunity to upload integrated regional water management projects. Develop an alternative submittal process for those users who cannot upload via the website.

Task 11.1 Solicit project proponent input re: Phase I website upload process, including ease of use, appropriate questions, issues identification, etc.

Task 11.2 Summarize project proponent input and develop a report

Task 11.3 Evaluate changes in IRWM Program requirements

Task 11.4 Update website upload template as needed based on State programmatic changes, revisions to regional priorities (based on input from tasks 1,4,5,6,7) and user input.

Task 11.5 Create hard copy versions of website upload forms for dissemination to non-internet users

Task 11.6 Policy Review Panel Evaluate projects based on IRWM program criteria integrated with regional and local priorities and objectives

Task 11 Deliverables: a) website upload evaluation forms, b) summary of responses from project proponents, c) report summarizing changes/clarifications in the IRWM program guidelines and regional priorities d) updated website upload template, incorporating user input and updated statewide and regional information, e) hard copy forms available to non-internet users via workshops, meetings, collaborators, f) list of prioritized integrated regional water management projects

TASK 12 DEVELOP DRAFT NCIRWMP PHASE II, INCLUDING PRIORITIZED PROJECTS

Task Description: Develop a draft of the NCIRWMP, Phase II, based on input and data obtained from the above tasks. This task will result in the substantial enhancement and updating of the NCIRWMP Phase I, and will reflect all IRWM Program Guidelines and Criteria. Include prioritized projects submitted to the NCIRWMP process via task 10, and reviewed and integrated into the NCIRWMP by the NCIRWM Policy Review Panel and Technical Peer Review Committee.

Task 12.1. Identify sections of NCIRWMP Phase I in need of updating or revision

Task 12.2 Obtain the list of prioritized projects from the Policy Review Panel

Task 12.3 Develop draft NCIRWMP Phase II

Task 12.4 Screen draft NCIRWMP Phase II against statewide, regional and local criteria

Task 12.5 Revise draft NCIRWMP based on task 11.4

Task 12.6 Release draft NCIRWMP to stakeholders for review and input via the website, libraries, workshops, meetings, etc.

Task 12 Deliverables: a) draft NCIRWMP Phase II

TASK 13 REVIEW AND EVALUATE DRAFT NCIRWMP PHASE II WITH REVIEW GROUP

Task Description: convene a review group to provide targeted, detailed input on the NCIRWMP Phase I including State agency partners, the NCIRWMP Policy Review Panel, Technical Peer Review Committee and a Stakeholder Focus Group.

- Task 13.1 Convene draft NCIRWMP Phase II Review Group
- Task 13.1 Review the draft plan, both as individual group members and in 3-5 facilitated group meetings
- Task 13.2 Summarize input from the Review Group
- Task 13.3 Incorporate input into the draft NCIRWMP Phase II
- Task 13 Deliverables: a) summary of agency recommendations for NCIRWMP Phase II enhancements, b) summary of Policy Review Panel and TPRC recommended enhancements, c) summary of NCIRWMP Stakeholder Focus Group recommended enhancements

TASK 14 FINAL NCIRWMP, PHASE II

Task Description: develop final NCIRWMP, Phase II based on input from the public and the draft NCIRWMP Phase II Review Group

Task 14 Deliverables: a) Final NCIRWMP, Phase II

TASK 15 CEQA/NEPA APPROACH – NCIRWMP PHASE II

Task Description: The NCIRWMP Regional Water Management Group will evaluate all regulatory requirements associated with the adoption and implementation of the NCIRWMP Phase II, and will develop a plan to ensure compliance with all federal and state environmental regulations.

Task 15 Description: see above

Task 15 Deliverables: a) CEQA/NEPA Compliance Plan

TASK 16 DEVELOP FINANCING PLAN FOR NCIRWMP

Task Description: A NCIRWMP Financing Plan will be developed that outlines a strategy for long-term funding of the NCIRWMP – both for ongoing adaptive management planning and for the implementation of projects. The financing plan will include a 20 year planning horizon and identify diverse funding sources, including state, federal and fee-for-service opportunities.

Task 16.1 Develop list of potential financing options and structures

Task 16.2 Review list with NCIRWMP Policy Review Panel, Technical Peer Review Committee, elected officials decision makers, and relevant stakeholders

Task 16.3 Develop report summarizing input from task 15.2 for inclusion in the Financing Plan

Task 16.4 Provide report to economic experts from throughout the region, state and country for review and comment

Task 16.5 Summarize input from economic experts, incorporate into the Financing Plan

Task 16 Deliverables: a) report summarizing input from task 15.2, b) summary of economic expert input, c) NCIRWMP Financing Plan

TASK 17 PROGRESS REPORTS

Task Description: Progress reports will be provided quarterly per the grant agreement

Task 17 Deliverables: 8 Quarterly Progress Reports, January 2006-January 2008

TASK 18 FINAL REPORT

Task Description: A final report will be provided at the end of the project, per the grant agreement

EXHIBIT B PROJECT SCHEDULE

Task 1.	Maintain and Enhance NCIRWMP Collaborative Framework & Stakeholder Involvement	1/06-1/08
Task 2.	Maintain and Enhance NCIRWMP Website and Communication Tools	1/06-1/08
Task 3.	GIS database for NCIRWMP Applications	1/06-1/08
Task 4.	Identify and compile all relevant planning documents and processes in the North Coast Region	1/06-8/06
Task 5.	Develop Adaptive Management Framework for North Coast Integrated Regional Water Management Planning	4/06-12/06
Task 6.	Conference: NCIRWMP Issues Analysis – all stakeholders	1/07
Task 7.	Pilot local general plan process and templates in support of the NCIRWMP	1/06-1/08
Task 8	Pilot Local Watershed Planning Process and Templates in support of the NCIRWMP	1/06-1/08
Task 9.	Evaluate formation of North Coast Region Joint Powers Authority, or similar legal entity	5/06-12/07
Task 10.	Develop Assessment & Data Management Plan	8/06-6/07
Task 11.	Solicit & Evaluate Projects from North Coast Region	6/06-12/06
Task 12.	Develop Draft NCIRWMP Phase II, including prioritized projects	8/06-6/07
Task 13.	Review and evaluate draft NCIRWMP Phase II with Review Group	7/07-10/07
Task 14.	Final NCIRWMP, Phase II	12/07
Task 15.	CEQA/NEPA Approach – NCIRWMP Phase II	1/08
Task 16.	Develop Financing Plan for NCIRWMP	1/08

Task 17.	Progress Reports (quarterly)	1/06-1/08
Task 18.	Final Report	1/08
	Adopt NCIRWMP Phase I	7/05
	Adopt NCIRWMP Phase II	2/08

EXHIBIT C PROJECT BUDGET

Task	Description	Grant	Match	Total
Task 1.	Maintain and Enhance NCIRWMP Collaborative Framework & Stakeholder Involvement	\$25,000	\$10,000	\$35,000
Task 2.	Maintain and Enhance NCIRWMP Website and Communication Tools	\$15,000	\$90,000	\$105,000
Task 3.	GIS database for NCIRWMP Applications	\$0	\$85,000	\$85,000
Task 4.	Identify and compile all relevant planning documents and processes in the North Coast Region	\$20,000	\$20,000	\$40,000
Task 5.	Develop Adaptive Management Framework for North Coast Integrated Regional Water Management Planning	\$5,000	\$15,000	\$20,000
Task 6.	Conference: NCIRWMP Issues Analysis – all stakeholders	\$25,000	\$10,000	\$35,000
Task 7.	Pilot local general plan process and templates in support of the NCIRWMP	\$245,200	\$37,580	\$282,780
Task 8	Pilot Local Watershed Planning Process and Templates in support of the NCIRWMP	\$52,800	\$11,420	\$64,220
Task 9.	Evaluate formation of North Coast Region Joint Powers Authority, or similar legal entity	\$7,000	\$5,000	\$12,000
Task 10.	Develop Assessment & Data Management Plan	\$7,000	\$20,000	\$27,000
Task 11.	Solicit & Evaluate Projects from North Coast Region	\$8,000	\$35,000	\$43,000
Task 12.	Develop Draft NCIRWMP Phase II, including prioritized projects	\$55,000	\$65,000	\$120,000
Task 13.	Review and evaluate draft NCIRWMP Phase II with Review Group	\$15,000	\$10,000	\$25,000
Task 14.	Final NCIRWMP, Phase II	\$15,000	\$25,000	\$40,000
Task 15.	CEQA/NEPA Approach – NCIRWMP Phase II	\$0	\$8,000	\$8,000
Task 16.	Develop Financing Plan for NCIRWMP	\$0	\$7,000	\$7,000
Task 17.	Progress Reports (quarterly)	\$3,500		\$3,500
Task 18.	Final Report	\$1,500		\$1,500
	Adopt NCIRWMP Phase I	\$0	\$0	\$0
	Adopt NCIRWMP Phase II	\$0	\$0	\$0
		\$500,000	\$454,000	\$954,000

EXHIBIT D STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **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 Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties.

D.4 AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion.

D.6 BUDGET CONTINGENCY: 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 be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant 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 Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant 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 Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7 CHILD SUPPORT COMPLIANCE ACT: For any Grant Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.8 COMPETITIVE BIDDING AND PROCUREMENTS: Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

D.9 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 Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

D.10 CONFLICT OF INTEREST

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

D.12 DISBURSEMENTS: Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant 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. All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.

D.13 DISPUTES: In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided 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.

Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.16 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 Grant 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 Grant Agreement.

D.17 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.18 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subagreements, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State. Grantee acknowledges that the Project work site will be reportable under the Public Records Act. State shall have the right to inspect the Grantee's office at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by

Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.19 NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

D.20 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 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 contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

D.21 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works.

D.22 REMEDIES, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant 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.

D.23 RETENTION: Notwithstanding any other provision of this Grant Agreement, the State may retain up to ten percent (10%) of the grant amount specified in this Grant Agreement until completion of the Project and is accepted by the State.

D.24 RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

D.25 SEVERABILITY of UNENFORCEABLE PROVISION: If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

D.26 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 State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:

- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof;
- b) The carrying out of any of the transactions contemplated by this Grant Agreement or any related document;
- c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or
- d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement.

To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

D.27 SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.28 TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by the State. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

D.29 TIMELINESS: Time is of the essence in this Grant Agreement.

D.30 TRAVEL: Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit G, Travel and Per Diem Expenses. For the purpose of

computing such expenses, Grantee's designated headquarters shall be: 3015 H Street Eureka, CA 95501. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.31 WAIVER OF RIGHTS:** Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.32 WITHHOLDING OF GRANT DISBURSEMENTS:** The State may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Grant Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT E PROGRESS REPORT FORMAT

Grantee shall use the following outline as a template for Progress Reports.

E.1 Executive Summary

Provide a brief summary of the items contained in the body of the report.

E.2 Report Status

- a) Describe work performed during the Quarter:
- b) Describe major accomplishments, such as:
 - i) Tasks completed
 - ii) Milestones met
 - iii) Meetings held or attended
 - iv) Press release, etc.
- c) Discuss any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s).
- d) Discuss activities planned for the next reporting period
 - i) A description of work to be performed in the next period
 - ii) Issues/concerns that may affect the schedule or budget in the future and how the matter(s) will be addressed

E.3 Cost Information

- a) Identify costs incurred during the quarter by Grantee and each subcontractor working on the project. Include hours per task worked on during the quarter for above personnel.
- b) Discuss how the actual budget is progressing in comparison to the latest budget in Exhibit B, Project Budget.
- c) Provide a revised budget, by task, if changed from the latest budget in Exhibit B, Project Budget.

E.4 Schedule Information

- a) Provide a project schedule showing actual progress versus planned progress from the latest schedule in Exhibit C, Schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest schedule in Exhibit C, Schedule.
- c) Provide a revised schedule, by task, if changed from the latest schedule in Exhibit C, Schedule.

EXHIBIT F GRANTEE RESOLUTION

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified Copy of Portion of Proceedings, Meeting of Tuesday, May 10, 2005

RESOLUTION NO. 05-28

SUBMISSION OF A \$500,000 APPLICATION TO OBTAIN AN INTEGRATED REGIONAL WATER MANAGEMENT PLANNING GRANT PURSUANT TO THE WATER SECURITY, CLEAN DRINKING WATER, COASTAL AND BEACH PROTECTION ACT OF 2002 (WATER CODE SECTION 79560 ET SEQ.), AND AUTHORIZING THE COMMUNITY DEVELOPMENT SERVICES DIRECTOR TO ADMINISTER AND EXECUTE GRANT AGREEMENT

WHEREAS, the Board of Supervisors entered into a Memorandum of Mutual Understanding on October 26, 2004, to participate in the development of a North Coast Integrated Regional Water Management Plan (NCIRWMP) for the counties of Humboldt, Sonoma, Lake, Mendocino, Trinity, Del Norte, Siskiyou, and Modoc; and

WHEREAS, the Board also agreed to participate with these regional partners in the submittal of a Proposition 50 Planning Grant to conduct local and regional planning necessary for a Final Version of the NCIRWMP; and

WHEREAS, on April 28, 2005, the NCIRWMP Policy Review Panel unanimously appointed the County of Humboldt to be the administrating agency for the NCIRWMP Planning Grant; and

WHEREAS, the County of Humboldt is prepared to act in a regional administrative and coordinating capacity to develop the Final NCIRWMP.

NOW, THEREFORE, BE IT RESOLVED, that application be made to the California Department of Water Resources and State Water Resources Control Board to obtain an Integrated Regional Water Management Planning Grant pursuant to the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Water Code Section 79560 et seq.), and to enter into an agreement to receive a grant for the Final North Coast Integrated Regional Water Management Plan.

BE IT FURTHER RESOLVED, the Community Development Services Director is authorized to prepare the necessary data, conduct investigations, file the application, enter into and sign, the grant agreement and any amendments thereto with the State of California for the purposes of this grant.

BE IT FURTHER RESOLVED, that the Community Development Services Director is authorized to sign any contracts or agreements to carry out the activities of this grant, after review and approval of the County Counsel and General Services Director.

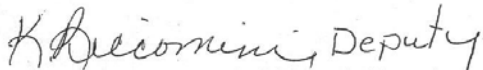
Adopted on motion by Supervisor Woolley, seconded by Supervisor Neely and the following vote:

AYES: Supervisors Smith, Rodoni, Woolley, Neely, and Geist
NOES: None
ABSENT: None
ABSTAIN: None

STATE OF CALIFORNIA)
County of Humboldt) ss.

I, LORA CANZONERI, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.


LORA CANZONERI, Clerk of the Board of Supervisors of
the County of Humboldt, State of California—May 10, 2005

(B-1)

EXHIBIT G TRAVEL AND PER DIEM EXPENSES

G.1 SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B.1 below.

B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in A.3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. **No lunch or incidentals may be reimbursed on travel of less than 24 hours.**
2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

G.2 LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
 1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
 1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

G.3 MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile. Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

G.4 VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.