

Exhibit A
Scope of Work

A. Authority

This Contract Agreement (Agreement) is entered into between the Sacramento-San Joaquin Delta Conservancy, hereinafter referred to as the "Conservancy," and the Water Education Foundation, hereinafter referred to as the "Foundation." The funding agency is the Bureau of Reclamation, hereinafter referred to as the "Bureau".

B. Background/Public Purpose

The Foundation will provide public outreach programs, such as water tours and briefings, and roundtables that present information regarding water supply reliability, water quality, and ecological restoration efforts in the Delta. These programs are targeted to the general public, as well as local, state, and federal officials, to educate and provide meaningful communication about activities that affect the California Bay-Delta watershed. The public outreach efforts outlined below will provide an opportunity for the Foundation to provide high quality tours, briefings, forums, reports, and other written materials. These efforts are consistent with the Conservancy's enabling legislation, which include four mandates: (1) protect and enhance habitat and habitat restoration; (2) protect and preserve Delta agriculture and working landscapes; (3) protect and improve water quality; and (4) promote environmental education. These efforts are consistent with the following objectives as outlined in the Conservancy's 2012 Strategic Plan:

- Objective 1.3: Aid in protecting and improving water quality to protect the Delta ecosystem and economy
- Objective 3.1: Identify restoration priorities in collaboration with existing federal, state, regional and local governmental and non-governmental entities engaged in Delta restoration
- Objective 4.1: Gather and communicate additional technical expertise on matters relevant to the Conservancy's mission
- Objective 4.4: Promote shared understanding of key issues related to agriculture, the Delta economy, and restoration based on accurate information

The Conservancy's current Three-Year Work Plan specifically identifies this contract and projects it will fund as a key component of the Conservancy's Environmental Education for Public Outreach Program.

C. Objectives

Under this agreement, the Foundation will provide Delta tours for the Central Valley, San Joaquin Valley, Sacramento River Valley, and Bay-Delta regions of the state and an annual executive briefing in Sacramento. These public outreach efforts also will provide educational materials including, but not limited to, briefings, tours, session reports, layperson's guidebooks,

factsheets, and online materials. The public will have the opportunity to hear from 30 to 40 experts on water supply reliability and eco-system health.

D. Period of Performance

Date of execution through December 31, 2019

E. Tasks and Timeline:

1. Central Valley Tour

The San Joaquin Valley is the world's top-producing agricultural region, yet it is also one of California's fastest growing regions. Issues of land use and growth, water supply, wetlands, salmon restoration and agricultural drainage are discussed on this annual tour.

Stops on the tour include San Luis Reservoir, Panoche Irrigation District, Westlands Water District, San Luis National Wildlife Refuge, Friant Dam, Mendota Pool, Kern County Water Bank, and local farms. Traveling the length of the west and east sides of the Central Valley, this tour offers participants a clear understanding of how two of the state's major water systems, the State Water Project and the federal Central Valley Project have shaped this region.

2. Bay-Delta Tour

All roads in California water policy lead to the Bay-Delta, heart of both the State Water Project and federal Central Valley Project. This annual tour offers participants a chance to hear from top policy-makers and interest group representatives on issues such as project operations, fish entrainment, endangered species, ecosystem restoration, levees and flood management, Delta agriculture, drinking water quality and water supply reliability.

The three-day, two night tour travels through the Delta and San Francisco Bay, with a visits to Delta farms, Jones Pumping Plant, the Skinner Fish Collecting facility, the Fish Conservation and Culture Lab, the Delta Cross Channel, the Bay-Delta model in Sausalito, Los Vaqueros Reservoir in Contra Costa County, the Yolo Bypass Wildlife area, Vic Fazio Wildlife area, and Suisun Marsh.

3. Northern California Tour

The Sacramento Valley watershed is a major source of water for farms and cities throughout the valley, and the state, through its relationship with the Delta. This annual tour offers a discussion of both local and statewide issues such as water project operations, the Central Valley Project Improvement Act, groundwater management and conjunctive use, water quality and salmon restoration.

This 3-day, 2-night tour travels the length of the Sacramento Valley and includes visits to Oroville Dam, the beginning of the State Water Project, and Shasta Dam, keystone of the federal

Central Valley Project. Other highlights are visits to the Feather River Fish Hatchery, Red Bluff Diversion Dam, Spring Creek Debris Dam and several ecosystem restoration projects.

4. San Joaquin River Restoration Tour

This 2-day, 1-night annual tour explores the challenges associated with the restoration of the San Joaquin River, which flows up to the Delta; the focus of one of the most contentious battles in California water history. Tour participants will learn about the plans to restore the dry portions of the river to bring back a healthy run of salmon, and hear about the current and future challenges of implementing one of the largest restoration projects of its kind. This tour travels from Fresno downstream to areas of the river that are part of the restoration activities. Participants visit Friant Dam and Spillway, Skaggs Bridge, Chowchilla Bifurcation and Canal, DFG San Joaquin Trout Hatchery, and more.

5. Executive Briefing

Each spring, the Foundation will hold an annual Executive Briefing that features leaders from stakeholder groups, the Legislature, and government agencies with roles of making policy decisions about water and provide opportunities to discuss and debate their viewpoints on current water issues at this two-day briefing.

Panel presentations on such topics as water marketing, the Delta Conveyance debate, water transfers from state and federal systems, drinking water, groundwater, floods and drought, water ballot measures and legislative proposals, Reasonable and Beneficial Use, the Endangered Species Act, water quality and more allow participants to hear the latest on these vital issues.

6. California Project WET

The California Project WET Program provides high-quality water education trainings for K-12 educators throughout the Delta, with the goal of increasing awareness of efficient water use in schools and the resulting benefits to the human population, fish and wildlife and water quality. Specifically, the funding will be used to support Project WET workshops for educators working with K-12 students and to support an educator feedback incentive program to monitor the long-term effectiveness of the Program in California with an emphasis on the Delta.

The Foundation provides oversight and organization for a statewide network and the services it provides for effective water education. The California Project WET uses the train-the-trainer model as an effective means to maximize resources for a state-wide water education program. The California Project WET coordinator manages a state-wide network of facilitators that trains approximately 1,000 California classroom teachers and non-formal educators per year. The Foundation's facilitator network includes water district public outreach staff, professors of teacher preparation courses, classroom teachers, afterschool program coordinators and California Department of Education Regional Environmental Education Community coordinators.

California Project WET also maintains continuing contact with educators through its quarterly e-newsletters. The Program annually produces four e-newsletters that highlight key water topics in California and corresponding Project WET activities that allow educators to translate knowledge and understanding to their students. The newsletter is distributed to more than 7,500 recipients and also is on The Foundation's website.

7. Delta Roundtable Workshops

In coordination with the Conservancy, The Foundation will conduct a one-day conference annually in 2016, 2017, and 2019. The Foundation will coordinate with the Conservancy to ensure that the Bureau reviews and approves the Roundtable Conference topics prior to finalizing the conference agenda. The topic will be specific to an area directly related to the Delta and water supply reliability, water quality, or ecosystem restoration and health and will provide public outreach and education on these topics. Topics may include water quality, water conservation, groundwater, Delta ecosystem restoration efforts, and continuing the conversation about climate change impacts on the Delta. The Conservancy will review the agenda prior to the workshop and the Foundation will address any comments the Conservancy has.

8. White Papers on Delta-topic Roundtable Conferences

The Foundation will develop a white paper for each Delta-topic roundtable conference. This report will be instrumental in enhancing the level and scope of the public outreach/education component of the event. The content of the white papers will summarize the discussions at the roundtable conferences, providing a textual reference for the science discussed. The Conservancy will provide input early in the development of the white paper as well as review the draft white papers. The Foundation will address any comments the Conservancy has and the Conservancy will approve the final draft. Electronic copies will be distributed to interested parties and posted on the Conservancy's and Foundation's web sites.

9. New Delta Perspective Public TV Documentary

The Foundation will produce a documentary for public television on a relevant and critical Delta issue. The documentary will reach a broad audience across the state to educate the public on Delta issues. The documentary is to be completed by the end of the contract period. The Conservancy will be involved in the development of the documentary by reviewing the documentary outline, script, and rough first cut, and discussions with the Foundation and the director about message, scope, and outreach and distribution. The Foundation will address any comments the Conservancy has and the Conservancy will approve the final draft prior to release.

F. Reporting and Deliverables:

1. Water Tours (Tasks 1-4): A written report (hard copy and electronic) shall be submitted to the Conservancy within two months of the completion of a tour which includes a description of the task objective and how it was met, the tour brochure, the tour agenda, the participant list, and the tour evaluation.
2. Executive Briefing (Task 5): A written report (hard copy and electronic) shall be submitted to the Conservancy within two months of the completion of the briefing which includes a description of the task objective and how it was met, the brochure, the briefing agenda, the participant list, and the briefing evaluation.
3. Project WET (Task 6): Include relevant information in the annual performance reports. 125 Activity Guides per year over a four year period will be created and distributed to educators at PWET workshops. All relevant information will be submitted (hard copy and electronic) to the Conservancy with the annual report.
4. Delta Roundtable Workshops and White Papers (Tasks 7 and 8): A written report (hard copy and electronic) shall be submitted to the Conservancy within two months of the completion of the workshop which includes a description of the task objective and how it was met, the workshop flier, the agenda, the participant list, and the workshop evaluation. White papers submitted to the Conservancy within 2 months upon completion of the workshops.
5. New Delta Perspectives Public Documentary (Task 9): A written report (hard copy and electronic) shall be submitted to the Conservancy describing how the task objective was achieved and will include a DVD copy of the documentary. To be submitted within 30 days of the documentary airing.
6. Semi-annual performance reports are required for periods of October 1 through March 31 and April 1 through September 30 for period of the contract and are due 15 days after the reporting period. A written report (hard copy and electronic) shall be submitted to the Conservancy. Each semi-annual report will include:
 - A detailed description of each task completed.
 - A comparison of actual accomplishments to the objectives established for the period.
 - The reasons for slippage if established objectives were not met.
 - Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
 - An accounting of performance period and cumulative project expenses per task, including program income.

- Any outstanding deliverables.
7. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon project tasks. In such cases, the Conservancy must be informed as soon as the following types of conditions become known:
- Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the project. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - Favorable developments which enable meeting the time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

G. Additional Requirements

The Foundation shall adhere to the requirements set forth in Contract Agreement No. R15AP00176, which is hereby attached as Attachment 1. In addition, The Foundation shall adhere to the provisions set in Exhibit B, C and D and E.

H. Key Personnel

The Conservancy's Project Manager for this Agreement shall be:

Kathryn Kynett, Staff Environmental Scientist
Sacramento-San Joaquin Delta Conservancy
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691
Phone: (916) 376-4024/ Fax: (916) 376-9688
E-mail: kathryn.kynett@deltaconservancy.ca.gov

The Conservancy's Deputy Executive Officer is the Program Manager and point of contact for this Agreement:

Shakoora Azimi-Gaylon, Deputy Executive Officer
Sacramento-San Joaquin Delta Conservancy
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691
Phone: (916) 275-2086 / Fax: (916) 376-9688
E-mail: shakoora.azimi-gaylon@deltaconservancy.ca.gov

The Foundation's Key Personnel for this Agreement are identified as follows:

Beth Stern
Water Education Foundation
1401 21st St., Suite 200
Sacramento, CA 95811
Phone: (916) 444-6240
E-mail: bstern@watereducation.org

Jennifer Bowles
Water Education Foundation
1401 21st St., Suite 200
Sacramento, CA 95811
Phone: (916) 444-6240
E-mail: jbowles@watereducation.org

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EXHIBIT B
Invoicing and Payment Provisions

1. INVOICING AND PAYMENT

- A. The maximum amount payable under this agreement shall not exceed \$828,453.08.
- B. For tasks satisfactorily rendered, in accordance with the scope of work, terms, conditions, and exhibits of this agreement; and upon receipt and approval of invoice(s), the Sacramento - San Joaquin Delta Conservancy (Conservancy) agrees to reimburse Water Education Foundation (Contractor) for actual expenditures for said tasks, no more frequently than monthly in arrears, in accordance with the rates specified in Exhibit B1, Budget Summary. The Conservancy will not accept an invoice for which work has not been approved or is outside of the agreement term and will return the invoice as a disputed invoice to the Contractor.
- C. The Conservancy will only reimburse for expenses incurred during the agreement period.
- D. Program income means gross income earned by the recipient of a federal grant (including sub-recipients) that is directly generated by a supported activity or earned as a result of the federal award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with federal funds.

Funds from Executive Briefing and Water Tour registrations and sponsorships are considered program income. **Program income must be used first before requesting funds for activities.** Program income shall be deducted from the total project allowable costs in determining the net allowable costs on which the Federal share of costs is based.

When submitting invoices for activities that receive program income, the invoice must include total program income received and total project expenses. If expenses exceed program income, then the difference can be submitted for reimbursement. Documentation of program income must be provided with the invoice.

- D. Invoices shall be submitted not more frequently than monthly in arrears after receiving notice of satisfactory completion or acceptance of work by the Conservancy's Project Manager. Contractor shall submit (1) copy of the invoice bearing the agreement number, including other required information below to:

Sacramento-San Joaquin Delta Conservancy
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691

Invoices must be printed on Contractor's letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses

for the task performed under this agreement. Invoices must also at a minimum include the following information:

- Contract agreement number
- Invoice number
- Invoice date
- Performance period
- Description of the work performed
- Itemized cost breakdown by Task and Cost Category, including Program Income at the same or greater level of detail as indicated in this agreement
- Original receipts of actual out-of-pocket expenses (must be pre-approved by the Conservancy Program Manager)
- Total dollar amount being billed for the statement period, within the term of the agreement
- Contractor's signature

In addition, the following must be attached to the invoice if travel is a reimbursable expense, original receipts must be maintained to support the claim expenditures and the following must be attached:

- Travel Expense Claim (Std. 262), which can be found at the following link: <http://www.documents.dgs.ca.gov/osp/pdf/std262.pdf>
- Include travel expense amount in the total dollar amount of invoice
- Reimbursement is made according to CalHR current state rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from the Conservancy.

- E. Monthly invoices shall be submitted for payment within 30 days following the end of each calendar month in which work was performed and costs incurred in the performance of the Agreement, unless the agreement has reached the expiration/termination date (see item 5 below, "Timely Submission of Final Invoice") or alternate deadline that is agreed to in writing by the Conservancy Program Manager.

Undisputed invoices shall be paid within 45 days of the date received by the Conservancy's Contracted Fiscal Services, Accounts Payable Unit.

Costs and/or expenses deemed unallowable are subject to recovery by the Conservancy, see item 7 below, "Recovery of Overpayments".

- F. Invoices shall be paid based on actual expenses incurred and shall not exceed the total amount of this agreement. In the event actual expenditures differ from the estimated amounts of the budget, the Contractor's Project Representative and the Conservancy's Program Manager may re-negotiate specific line-item amounts provided the overall total

project cost does not exceed the total agreement value. See Budget Modifications in # 7 below.

2. STATE BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- B. 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 Contractor to reflect the reduced amount.
- C. If funding for any fiscal year is not obligated by the funder, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. FEDERALLY-FUNDED AGREEMENTS

- A. All agreements, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:
 - 1. It is mutually understood between the parties that this agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
 - 2. This agreement is valid and enforceable only if sufficient funds are made available to the State by the federal Government for the specified fiscal year and for the purpose of this program. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this agreement in any manner.
 - 3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
 - 4. The Conservancy has the option to invalidate the agreement under the 30-day cancellation clause or to amend the agreement to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

5. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the Conservancy Program Manager. The final invoice must be clearly marked "**FINAL INVOICE**", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Conservancy Program Manager prior to the expiration or termination date of this agreement.

6. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this agreement.

7. BUDGET MODIFICATIONS

- A. Changes to the line-item budget within a task may be made without formal amendment provided the Contractor adequately documents the need for the changes and all of the following requirements are met:
 - The Contractor submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
 - The Conservancy approves such changes in writing prior to implementation. The Conservancy shall have thirty (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.
- B. Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal agreement amendment.

8. RECOVERY OF OVERPAYMENT

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the State and/or federal

government by one of the following options:

1. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
 2. A repayment schedule which is agreeable in writing to both the State and the Contractor.
- B. The State reserves the right to select which option will be enforced and the Contractor will be notified by the State in writing of the claim option to be utilized.
- C. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

EXHIBIT B1
Budget Summary

Water Education Foundation
Grant Agreement No.: 2015-16-004
Exhibit B1: Budget Summary

Water Education Foundation Budget

Fiscal Year	Cost Category	Tasks 1-5 Requested Amount	Tasks 1-5 Program Income	Tasks 1-5 Total	Task 6 Requested Amount	Task 7 Requested Amount	Task 8 Requested Amount	Task 9 Requested Amount	Total Requested Amount	Total Program Income	Total All Sources
15/16	Executive Director	\$11,012.30	\$11,013.32	\$22,025.62		\$9,111.00	\$4,555.50		\$24,678.80	\$11,013.32	\$35,692.12
15/16	Program Director	\$11,064.85	\$11,063.85	\$22,128.70		\$14,594.58	\$6,415.20		\$32,074.63	\$11,063.85	\$43,138.48
15/16	Tour Director	\$11,581.15	\$11,581.15	\$23,162.30					\$11,581.15	\$11,581.15	\$23,162.30
15/16	Grants Manager					\$6,154.50	\$3,916.50		\$10,071.00		\$10,071.00
15/16	Project Wet				\$19,941.78				\$19,941.78		\$19,941.78
15/16	Conference Coordinator					\$9,679.95			\$9,679.95		\$9,679.95
15/16	Staff Writer						\$9,536.80		\$9,536.80		\$9,536.80
15/16	Clerical					\$2,523.00	\$1,412.88		\$3,935.88		\$3,935.88
15/16	Total Salaries & Wages	\$33,658.30	\$33,658.32	\$67,316.62	\$19,941.78	\$42,063.03	\$25,836.88	\$0.00	\$121,499.99	\$33,658.32	\$155,158.31
15/16	Executive Director	\$3,153.76	\$3,153.76	\$6,307.52		\$2,608.50	\$1,304.25		\$7,066.51	\$3,153.76	\$10,220.27
15/16	Program Director	\$3,818.85	\$3,818.85	\$7,637.70		\$5,036.85	\$2,214.00		\$11,069.70	\$3,818.85	\$14,888.55
15/16	Tour Director	\$3,576.22	\$3,576.22	\$7,152.44					\$3,576.22	\$3,576.22	\$7,152.44
15/16	Grants Manager					\$1,283.70	\$816.90		\$2,100.60		\$2,100.60
15/16	Project Wet				\$6,861.71				\$6,861.71		\$6,861.71
15/16	Conference Coordinator					\$4,614.75			\$4,614.75		\$4,614.75
15/16	Staff Writer						\$3,886.40		\$3,886.40		\$3,886.40
15/16	Clerical					\$1,041.75	\$583.38		\$1,625.13		\$1,625.13
15/16	Total Fringe Benefits	\$10,548.83	\$10,548.83	\$21,097.66	\$6,861.71	\$14,585.55	\$8,804.93	\$0.00	\$40,801.02	\$10,548.83	\$51,349.85
15/16	Lodging/Hotel	\$28,000.00	\$89,012.00	\$117,012.00					\$28,000.00	\$89,012.00	\$117,012.00
15/16	Meals/Catering		\$21,256.00	\$21,256.00						\$21,256.00	\$21,256.00
15/16	Staff Travel		\$3,780.00	\$3,780.00						\$3,780.00	\$3,780.00
15/16	Total Travel	\$28,000.00	\$114,048.00	\$142,048.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00	\$114,048.00	\$142,048.00
15/16	Bus Transportation/Rental	\$20,000.00	\$19,408.00	\$39,408.00					\$20,000.00	\$19,408.00	\$39,408.00
15/16	Design & Graphics	\$0.00	\$13,306.00	\$13,306.00		\$500.00			\$500.00	\$13,306.00	\$13,806.00
15/16	Facility Rental for Executive Briefing	\$8,400.00	\$7,254.00	\$15,654.00					\$8,400.00	\$7,254.00	\$15,654.00
15/16	Workshop Stipends				\$625.00				\$625.00		\$625.00
15/16	Total Contractual	\$28,400.00	\$39,968.00	\$68,368.00	\$625.00	\$500.00	\$0.00	\$0.00	\$29,525.00	\$39,968.00	\$69,493.00
15/16	Supplies, Postage		\$11,524.00	\$11,524.00		\$250.00			\$250.00	\$11,524.00	\$11,774.00
15/16	PWET Books and Workshop Materials				\$3,750.00				\$3,750.00		\$3,750.00
15/16	Conference Materials					\$500.00			\$500.00		\$500.00
15/16	Total Supplies, Materials	\$0.00	\$11,524.00	\$11,524.00	\$3,750.00	\$750.00	\$0.00	\$0.00	\$4,500.00	\$11,524.00	\$16,024.00
15/16	Total Direct Costs	\$100,607.13	\$209,747.15	\$310,354.28	\$31,178.49	\$57,898.58	\$34,641.81	\$0.00	\$224,326.01	\$209,747.15	\$434,073.16
15/16	Indirect Costs	\$10,060.71	\$20,974.72	\$31,035.43	\$3,117.85	\$5,789.86	\$3,464.18	\$0.00	\$22,432.60	\$20,974.72	\$43,407.32
15/16	FY Total Costs	\$110,667.84	\$230,721.87	\$341,389.71	\$34,296.34	\$63,688.44	\$38,105.99	\$0.00	\$246,758.61	\$230,721.87	\$477,480.48

Fiscal Year	Cost Category	Tasks 1-5 Requested Amount	Tasks 1-5 Program Income	Tasks 1-5 Total	Task 6 Requested Amount	Task 7 Requested Amount	Task 8 Requested Amount	Task 9 Requested Amount	Total Requested Amount	Total Program Income	Total All Sources Total
16/17	Executive Director	\$5,756.44	\$5,756.44	\$11,512.88		\$9,385.50	\$4,692.75		\$19,834.69	\$5,756.44	\$25,591.13
16/17	Program Director	\$5,782.35	\$5,782.35	\$11,564.70		\$15,034.11	\$6,608.40		\$27,424.86	\$5,782.35	\$33,207.21
16/17	Tour Director	\$6,052.19	\$6,052.19	\$12,104.38					\$6,052.19	\$6,052.19	\$12,104.38
16/17	Grants Manager					\$6,339.30	\$4,034.10		\$10,373.40		\$10,373.40
16/17	Project Wet				\$20,423.46				\$20,423.46		\$20,423.46
16/17	Conference Coordinator					\$9,969.75			\$9,969.75		\$9,969.75
16/17	Staff Writer						\$9,822.40		\$9,822.40		\$9,822.40
16/17	Clerical					\$2,598.00	\$1,454.88		\$4,052.88		\$4,052.88
16/17	Total Salaries & Wages	\$17,590.98	\$17,590.98	\$35,181.96	\$20,423.46	\$43,326.66	\$26,612.53	\$0.00	\$107,953.63	\$17,590.98	\$125,544.61
16/17	Executive Director	\$1,647.72	\$1,647.72	\$3,295.44		\$2,686.50	\$1,343.25		\$5,677.47	\$1,647.72	\$7,325.19
16/17	Program Director	\$1,995.00	\$1,995.00	\$3,990.00		\$5,187.00	\$2,280.00		\$9,462.00	\$1,995.00	\$11,457.00
16/17	Tour Director	\$1,928.29	\$1,928.29	\$3,856.58					\$1,928.29	\$1,928.29	\$3,856.58
16/17	Grants Manager					\$1,320.00	\$840.00		\$2,160.00		\$2,160.00
16/17	Project Wet				\$7,026.73				\$7,026.73		\$7,026.73
16/17	Conference Coordinator					\$4,910.85			\$4,910.85		\$4,910.85
16/17	Staff Writer						\$4,001.20		\$4,001.20		\$4,001.20
16/17	Clerical					\$1,073.25	\$601.02		\$1,674.27		\$1,674.27
16/17	Total Fringe Benefits	\$5,571.01	\$5,571.01	\$11,142.02	\$7,026.73	\$15,177.60	\$9,065.47	\$0.00	\$36,840.81	\$5,571.01	\$42,411.82
16/17	Lodging/Hotel	\$14,000.00	\$44,506.00	\$58,506.00					\$14,000.00	\$44,506.00	\$58,506.00
16/17	Meals/Catering	\$0.00	\$10,628.00	\$10,628.00						\$10,628.00	\$10,628.00
16/17	Staff Travel	\$0.00	\$1,890.00	\$1,890.00						\$1,890.00	\$1,890.00
16/17	Total Travel	\$14,000.00	\$57,024.00	\$71,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,000.00	\$57,024.00	\$71,024.00
16/17	Bus Transportation/Rental	\$10,000.00	\$9,704.00	\$19,704.00					\$10,000.00	\$9,704.00	\$19,704.00
16/17	Design & Graphics	\$0.00	\$6,653.00	\$6,653.00		\$500.00			\$500.00	\$6,653.00	\$7,153.00
16/17	Facility Rental for Executive Briefing	\$4,200.00	\$3,627.00	\$7,827.00					\$4,200.00	\$3,627.00	\$7,827.00
16/17	Workshop Stipends				\$625.00				\$625.00		\$625.00
16/17	Total Contractual	\$14,200.00	\$19,984.00	\$34,184.00	\$625.00	\$500.00	\$0.00	\$0.00	\$15,325.00	\$19,984.00	\$35,309.00
16/17	Supplies, Postage		\$5,762.00	\$5,762.00		\$250.00			\$250.00	\$5,762.00	\$6,012.00
16/17	PWET Books and Workshop Materials				\$3,750.00				\$3,750.00		\$3,750.00
16/17	Conference Materials					\$500.00			\$500.00		\$500.00
16/17	Total Supplies, Materials	\$0.00	\$5,762.00	\$5,762.00	\$3,750.00	\$750.00	\$0.00	\$0.00	\$4,500.00	\$5,762.00	\$10,262.00
16/17	Total Direct Costs	\$51,361.99	\$105,931.99	\$157,293.98	\$31,825.19	\$59,754.26	\$35,678.00	\$0.00	\$178,619.44	\$105,931.99	\$284,551.43
16/17	Indirect Costs	\$5,136.20	\$10,593.20	\$15,729.40	\$3,182.52	\$5,975.43	\$3,567.80	\$0.00	\$17,861.94	\$10,593.20	\$28,455.14
16/17	FY Total Costs	\$56,498.19	\$116,525.19	\$173,023.38	\$35,007.71	\$65,729.69	\$39,245.80	\$0.00	\$196,481.38	\$116,525.19	\$313,006.57

Fiscal Year	Cost Category	Tasks 1-5 Requested Amount	Tasks 1-5 Program Income	Tasks 1-5 Total	Task 6 Requested Amount	Task 7 Requested Amount	Task 8 Requested Amount	Task 9 Requested Amount	Total Requested Amount	Total Program Income	Total All Sources Total
17/18	Executive Director	\$5,928.48	\$5,928.48	\$11,856.96					\$5,928.48	\$5,928.48	\$11,856.96
17/18	Program Director	\$5,955.60	\$5,955.60	\$11,911.20					\$5,955.60	\$5,955.60	\$11,911.20
17/18	Tour Director	\$6,234.75	\$6,234.75	\$12,469.50					\$6,234.75	\$6,234.75	\$12,469.50
17/18	Grants Manager										
17/18	Project Wet				\$20,918.52				\$20,918.52		\$20,918.52
17/18	Conference Coordinator										
17/18	Staff Writer										
17/18	Clerical										
17/18	Total Salaries & Wages	\$18,118.83	\$18,118.83	\$36,237.66	\$20,918.52	\$0.00	\$0.00	\$0.00	\$39,037.35	\$18,118.83	\$57,156.18
17/18	Executive Director	\$1,696.48	\$1,696.48	\$3,392.96					\$1,696.48	\$1,696.48	\$3,392.96
17/18	Program Director	\$2,053.80	\$2,053.80	\$4,107.60					\$2,053.80	\$2,053.80	\$4,107.60
17/18	Tour Director	\$1,985.34	\$1,985.34	\$3,970.68					\$1,985.34	\$1,985.34	\$3,970.68
17/18	Grants Manager										
17/18	Project Wet				\$7,463.81				\$7,463.81		\$7,463.81
17/18	Conference Coordinator										
17/18	Staff Writer										
17/18	Clerical										
17/18	Total Fringe Benefits	\$5,735.62	\$5,735.62	\$11,471.24	\$7,463.81	\$0.00	\$0.00	\$0.00	\$13,199.43	\$5,735.62	\$18,935.05
17/18	Lodging/Hotel	\$14,000.00	\$44,506.00	\$58,506.00					\$14,000.00	\$44,506.00	\$58,506.00
17/18	Meals/Catering		\$10,628.00	\$10,628.00						\$10,628.00	\$10,628.00
17/18	Staff Travel		\$1,890.00	\$1,890.00	\$0.00			\$500.00	\$500.00	\$1,890.00	\$2,390.00
17/18	Total Travel	\$14,000.00	\$57,024.00	\$71,024.00	\$0.00	\$0.00	\$0.00	\$500.00	\$14,500.00	\$57,024.00	\$71,524.00
17/18	Bus Transportation/Rental	\$10,000.00	\$9,704.00	\$19,704.00					\$10,000.00	\$9,704.00	\$19,704.00
17/18	Design & Graphics	\$0.00	\$6,653.00	\$6,653.00						\$6,653.00	\$6,653.00
17/18	Editor/Editing							\$10,000.00	\$10,000.00		\$10,000.00
17/18	Facility Rental for Executive Briefing	\$4,200.00	\$3,627.00	\$7,827.00					\$4,200.00	\$3,627.00	\$7,827.00
17/18	Graphic Design & Animation							\$1,000.00	\$1,000.00		\$1,000.00
17/18	Music							\$1,000.00	\$1,000.00		\$1,000.00
17/18	Producer							\$20,000.00	\$20,000.00		\$20,000.00
17/18	TV Station Promotion (KVIE)							\$10,000.00	\$10,000.00		\$10,000.00
17/18	Videographer/High Definition Videography							\$17,000.00	\$17,000.00		\$17,000.00
17/18	Voice Over Talent Fee							\$1,000.00	\$1,000.00		\$1,000.00
17/18	Workshop Stipends				\$625.00				\$625.00		\$625.00
17/18	Writer/Researcher							\$12,000.00	\$12,000.00		\$12,000.00
17/18	Total Contractual	\$14,200.00	\$19,984.00	\$34,184.00	\$625.00	\$0.00	\$0.00	\$72,000.00	\$86,825.00	\$19,984.00	\$106,809.00

Fiscal Year	Cost Category	Tasks 1-5 Requested Amount	Tasks 1-5 Program Income	Tasks 1-5 Total	Task 6 Requested Amount	Task 7 Requested Amount	Task 8 Requested Amount	Task 9 Requested Amount	Total Requested Amount	Total Program Income	Total All Sources
17/18	Supplies, Postage		\$5,762.00	\$5,762.00						\$5,762.00	\$5,762.00
17/18	PWET Books and Workshop Materials				\$3,750.00				\$3,750.00		\$3,750.00
17/18	Photography/Stock Footage							\$750.00	\$750.00		\$750.00
17/18	Tape Stock							\$750.00	\$750.00		\$750.00
17/18	DVD Duplication & Packaging							\$1,000.00	\$1,000.00		\$1,000.00
17/18	Media Transfer							\$1,000.00	\$1,000.00		\$1,000.00
17/18	Media Storage (HD)							\$1,000.00	\$1,000.00		\$1,000.00
17/18	Distribution/Mailing							\$750.00	\$750.00		\$750.00
17/18	Total Supplies, Materials	\$0.00	\$5,762.00	\$5,762.00	\$3,750.00	\$0.00	\$0.00	\$5,250.00	\$9,000.00	\$5,762.00	\$14,762.00
17/18	Total Direct Costs	\$52,054.45	\$106,624.45	\$158,678.90	\$32,757.33	\$0.00	\$0.00	\$77,750.00	\$162,561.78	\$106,624.45	\$269,186.23
17/18	Indirect Costs	\$5,205.45	\$10,662.45	\$15,867.89	\$3,275.73	\$0.00	\$0.00	\$7,775.00	\$16,256.18	\$10,662.45	\$26,918.62
17/18	FY Total Costs	\$57,259.90	\$117,286.90	\$174,546.79	\$36,033.06	\$0.00	\$0.00	\$85,525.00	\$178,817.96	\$117,286.90	\$296,104.85
Fiscal Year	Cost Category	Tasks 1-5 Requested Amount	Tasks 1-5 Program Income	Tasks 1-5 Total	Task 6 Requested Amount	Task 7 Requested Amount	Task 8 Requested Amount	Task 9 Requested Amount	Total Requested Amount	Total Program Income	Total All Sources
18/19	Executive Director	\$6,106.96	\$6,106.96	\$12,213.92		\$9,957.00	\$4,978.50		\$21,042.46	\$6,106.96	\$27,149.42
18/19	Program Director	\$6,134.10	\$6,134.10	\$12,268.20		\$15,948.66	\$7,010.40		\$29,093.16	\$6,134.10	\$35,227.26
18/19	Tour Director	\$6,420.57	\$6,420.57	\$12,841.14					\$6,420.57	\$6,420.57	\$12,841.14
18/19	Grants Manager					\$6,725.40	\$4,279.80		\$11,005.20		\$11,005.20
18/19	Project Wet				\$21,426.96				\$21,426.96		\$21,426.96
18/19	Conference Coordinator					\$10,574.55			\$10,574.55		\$10,574.55
18/19	Staff Writer						\$10,421.60		\$10,421.60		\$10,421.60
18/19	Clerical					\$2,756.25	\$1,543.50		\$4,299.75		\$4,299.75
18/19	Total Salaries & Wages	\$18,661.63	\$18,661.63	\$37,323.26	\$21,426.96	\$45,961.86	\$28,233.80	\$0.00	\$114,284.25	\$18,661.63	\$132,945.88
18/19	Executive Director	\$1,747.08	\$1,747.08	\$3,494.16		\$2,848.50	\$1,424.25		\$6,019.83	\$1,747.08	\$7,766.91
18/19	Program Director	\$2,115.75	\$2,115.75	\$4,231.50		\$5,500.95	\$2,418.00		\$10,034.70	\$2,115.75	\$12,150.45
18/19	Tour Director	\$2,140.19	\$2,140.19	\$4,280.38					\$2,140.19	\$2,140.19	\$4,280.38
18/19	Grants Manager					\$1,499.85	\$954.45		\$2,454.30		\$2,454.30
18/19	Project Wet				\$7,646.67				\$7,646.67		\$7,646.67
18/19	Conference Coordinator					\$5,210.10			\$5,210.10		\$5,210.10
18/19	Staff Writer						\$4,242.00		\$4,242.00		\$4,242.00
18/19	Clerical					\$1,137.75	\$637.14		\$1,774.89		\$1,774.89
18/19	Total Fringe Benefits	\$6,003.02	\$6,003.02	\$12,006.04	\$7,646.67	\$16,197.15	\$9,675.84	\$0.00	\$39,522.68	\$6,003.02	\$45,525.70
18/19	Lodging/Hotel	\$14,000.00	\$44,506.00	\$58,506.00					\$14,000.00	\$44,506.00	\$58,506.00
18/19	Meals/Catering		\$10,628.00	\$10,628.00						\$10,628.00	\$10,628.00
18/19	Staff Travel		\$1,890.00	\$1,890.00						\$1,890.00	\$1,890.00
18/19	Total Travel	\$14,000.00	\$57,024.00	\$71,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,000.00	\$57,024.00	\$71,024.00
18/19	Bus Transportation/Rental	\$10,000.00	\$9,704.00	\$19,704.00					\$10,000.00	\$9,704.00	\$19,704.00

18/19	Design & Graphics		\$6,653.00	\$6,653.00					\$6,653.00	\$6,653.00	
18/19	Design & Graphics					\$500.00		\$500.00		\$500.00	
18/19	Facility Rental for Executive Briefing	\$4,200.00	\$3,627.00	\$7,827.00				\$4,200.00	\$3,627.00	\$7,827.00	
18/19	Workshop Stipends				\$625.00			\$625.00		\$625.00	
18/19	Total Contractual	\$14,200.00	\$19,984.00	\$34,184.00	\$625.00	\$500.00	\$0.00	\$0.00	\$15,325.00	\$19,984.00	\$35,309.00
18/19	Supplies, Postage		\$5,762.00	\$5,762.00		\$250.00		\$250.00	\$5,762.00	\$6,012.00	
18/19	PWET Books and Workshop Materials				\$3,750.00			\$3,750.00		\$3,750.00	
18/19	Conference Materials					\$500.00		\$500.00		\$500.00	
18/19	Total Supplies, Materials	\$0.00	\$5,762.00	\$5,762.00	\$3,750.00	\$750.00	\$0.00	\$0.00	\$4,500.00	\$5,762.00	\$10,262.00
18/19	Total Direct Costs	\$52,864.65	\$107,434.65	\$160,299.30	\$33,448.63	\$63,409.01	\$37,909.64	\$0.00	\$187,631.93	\$107,434.65	\$295,066.58
18/19	Indirect Costs	\$5,286.47	\$10,743.47	\$16,029.93	\$3,344.86	\$6,340.90	\$3,790.96	\$0.00	\$18,763.19	\$10,743.47	\$29,506.66
18/19	FY Total Costs	\$58,151.12	\$118,178.12	\$176,329.23	\$36,793.49	\$69,749.91	\$41,700.60	\$0.00	\$206,395.12	\$118,178.12	\$324,573.24
Fiscal Year	Cost Category	Tasks 1-5 Requested Amount	Tasks 1-5 Program Income	Tasks 1-5 Total	Task 6 Requested Amount	Task 7 Requested Amount	Task 8 Requested Amount	Task 9 Requested Amount	Total Requested Amount	Total Program Income	Total All Sources
	Total Direct Costs	\$256,888.22	\$529,738.24	\$786,626.46	\$129,209.64	\$181,061.85	\$108,229.45	\$77,750.00	\$753,139.16	\$529,738.24	\$1,282,877.40
	Total Indirect Costs	\$25,688.82	\$52,973.82	\$78,662.65	\$12,920.96	\$18,106.19	\$10,822.95	\$7,775.00	\$75,313.92	\$52,973.82	\$128,287.74
	Totals Costs	\$282,577.04	\$582,712.06	\$865,289.11	\$142,130.60	\$199,168.04	\$119,052.40	\$85,525.00	\$828,453.08	\$582,712.06	\$1,411,165.14

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. 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.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896)

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES

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

7. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner

deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT STATUS

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

- 9. RECYCLING CERTIFICATION** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

10. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov: Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS

Time is of the essence in this Agreement.

13. COMPENSATION

The compensation to be paid to Contractor, as provided herein, shall be in compensation for all

of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW

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

15. ANTITRUST CLAIMS

The Contractor, by signing this Agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT

For any 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.

17. 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 have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub, Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

- a. If for this Agreement, the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt, Code § 14841.)
- b. If for this Agreement, the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER

If this Agreement involves the furnishing of equipment, materials, or supplies, then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code, (PCC 10344(e).)

EXHIBIT D
Special Terms and Conditions

1. EXCISE TAX

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

2. DISPUTE RESOLUTION

Any claim that the Contractor may have regarding the performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Sacramento - San Joaquin Delta Conservancy (Conservancy) Program Contract Manager in writing within ten (10) days of discovery of the problem. The Contractor and the Conservancy Program Director or Director's designee will then attempt to negotiate a resolution of the claim, if appropriate, and process an amendment to this Agreement to implement the terms of any such resolution. If the Contractor and the Conservancy Program are unable to resolve the dispute, the decision of the Director or Director's designee will be final, unless appealed to a court of competent jurisdiction. Contractor will continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the language contained within this Agreement will prevail over any other language including that of the bid proposal.

3. ACKNOWLEDGMENT OF CREDIT

The Contractor will include appropriate acknowledgment of credit to the State of California, Sacramento - San Joaquin Delta Conservancy and all cost-sharing partners for their financial support when using any data and/or information developed under this Agreement.

4. STANDARD OF PROFESSIONALISM

The Contractor will conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

5. TERMINATION WITHOUT CAUSE

The Sacramento - San Joaquin Delta Conservancy may terminate this Agreement without cause upon thirty (30) days advance written notice. The Contractor will be reimbursed for all reasonable expenses incurred up to the date of termination.

6. COMPUTER SOFTWARE

If software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that Sacramento - San Joaquin Delta Conservancy funds will not be used in the performance of this contract. Acquisition, operation, or maintenance of computer software during the term of this Agreement must be performed in accordance with all applicable laws and vendor license agreements. Contractor will provide all necessary business productivity or utility software in addition to any required computer equipment, peripherals and proprietary or specialty software when performing services at Contractor location.

7. RIGHTS IN DATA

The Sacramento - San Joaquin Delta Conservancy will retain rights to all final products produced as a result of this agreement. The Contractor will provide the Sacramento – San Joaquin Delta Conservancy with an electronic or camera ready version of the final product. Contractor will have full rights to reproducing the product(s) as long as used for government and not commercial, purposes. The Sacramento - San Joaquin Delta Conservancy has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced in performing this contract; and (2) authorize others to receive, reproduce, publish, or otherwise use such data by or on behalf of the Sacramento - San Joaquin Delta Conservancy.

8. COPYRIGHT

All rights in copyright works created by Contractor in the performance of work under this contract are the property of the Sacramento - San Joaquin Delta Conservancy. Sacramento - San Joaquin Delta Conservancy will grant Contractor a royalty-free, nonexclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of deliverables so long as such deliverables are used for government, and not commercial purposes.

9. INTELLECTUAL PROPERTY INDEMNITY

Contractor will defend and indemnify Sacramento - San Joaquin Delta Conservancy from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees for attorneys and other professionals) to the extent arising out of any third party claim solely arising out of the negligent or other tortious acts or omissions by the Contractor, its employees, or agents, in connection with intellectual property claims against either deliverables or the Contractor's performance thereof under this Contract.

10. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

11. SUBCONTRACTING

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractor, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the

performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

12. FORCE MAJEURE

Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute a default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

13. AGENCY LIABILITY

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Sacramento - San Joaquin Delta Conservancy will, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. RENEWAL OF CCC

Contractor will renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

15. CONFLICT OF INTEREST

- A. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
- (1) Current State Employees: (PCC §10410)
 - (a) No 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.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) 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.

(b) 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 12-month period prior to his or her leaving state service.

- B. Penalty for Violation: If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC §10420).
- C. Members of Boards and Commissions: Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (PCC §10430 (e)).
- D. Representational Conflicts of Interest: The Contractor must disclose to the Council Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to the Council Program. The Council Program may immediately terminate this contract if the contractor fails to disclose the information required by this section. The Council Program may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.
- E. Financial Interest in Contracts: Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

- F. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

16. POLITICAL REFORM ACT REQUIREMENTS

- A. Form 700 Disclosure: The Council considers the Contractor to be a “consultant,” i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, the Contractor shall complete and submit to the Council Personnel Officer an “Assuming Office” Form 700, Statement of Economic Interest, within 30 days of the effective date of the contract, updated both annually

and when changes in duties occur. Contractors may access the form 700 on the Fair Political Practices Commission website, www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). Contractor will also be required to submit a leaving office statement upon completion of all contract assignments.

- B. Financial Conflict of Interest Prohibition: Contractor must review his or her Form 700 and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

- C. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
- (1) Failure to complete and submit all required Form 700(s) by the appropriate filing deadlines, or respond to any request from the Council Personnel Officer for additional information regarding any Form 700;
or
 - (2) Failure to notify Council of a potentially disqualifying conflict of interest.

EXHIBIT E
Protection of Confidential and Sensitive Information

1. For purposes of this Exhibit, “Contractor” means any Contractor or researcher, including a Non-State Entity Contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Sacramento-San Joaquin Delta Conservancy (Conservancy) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively “Agreement”). The term “Contractor” also includes Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Agreement.
2. This Exhibit terms shall apply to all Contractors who have an Agreement with the Conservancy and require or permit access to Confidential or Sensitive Information in conducting business with the Conservancy or performing duties under an Agreement with the Conservancy.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractor’s shall also apply appropriate security

patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Contractor's shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Conservancy promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Conservancy) without prior written approval from the Conservancy.
14. At or before the termination date of the Agreement, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Conservancy; or (c) if required by law to retain such information beyond the termination date of the agreement, provide for the Conservancy's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor shall cooperate with the Conservancy's Information Security Officer or designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Agreement and for imposition of civil and criminal penalties.

EXHIBIT E, ATTACHMENT 1
NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, contained in Exhibit E between the Water Education Foundation (Foundation) and the Sacramento-San Joaquin Delta Conservancy (Conservancy). I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the **Exhibit E, Attachment 1**. I acknowledge that a violation of this certificate may result in termination of the Agreement and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____