

**CALIFORNIA
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM**

GRANT GUIDELINES & APPLICATIONS

PART OF CALIFORNIA CLIMATE INVESTMENTS

**STATE OF CALIFORNIA
STRATEGIC GROWTH COUNCIL**

FINAL

APRIL 2023



STRATEGIC GROWTH COUNCIL

(916) 322-2318

<http://www.sgc.ca.gov/programs/salc/>

**California Department of Conservation
Division of Land Resource Protection**

(916) 324-0850

<http://www.conservation.ca.gov/dlrp>

At-A-Glance

Program

The Sustainable Agricultural Lands Conservation Program is a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities Program. The Department of Conservation, in conjunction with the Natural Resources Agency, administers SALC on behalf of the Strategic Growth Council.

Funding Source

This program is funded through the California Climate Investments Program.

Critical Dates for Round 9

Draft Guidelines released for comment: February 10, 2023

Public comment closed: March 17, 2023

Guidelines adopted: April 26, 2023

Acquisition Pre-proposal due: June 16, 2023

Planning Pre-proposal due: June 30, 2023

Capacity applications due: July 21, 2023

Determination of available funding: September 2023

Acquisition and Planning Applications due: September 8, 2023

Project Awards: December 2023

Contact for Questions

Department of Conservation
Division of Land Resource Protection
Shanna Atherton-Bauer, Program Manager
salcp@conservation.ca.gov
(916)324-0850

Table of Contents

CALIFORNIA SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM	1
Section 1: Sustainable Agricultural Lands Conservation Program Introduction and Summary	1
Program Components	1
Goals	2
Funding	2
GHG Quantification	3
Co-Benefits	3
Statutory Authority	4
Equity	6
Investment Targets	10
Grant Application	11
Nondiscrimination Policy	13
Section 2: Agricultural Conservation Capacity and Project Development Grants	14
Funding	14
Grant Term	15
Eligible Applicants	15
Eligible Activities	16
Eligible and Ineligible Costs	16
Eligibility and Selection Criteria for Acquisition Capacity Grants	19
Eligibility Criteria	20
Selection Criteria	20
Capacity Grant Application Review Process	21
Capacity Applications	21
Section 3: Agricultural Conservation Acquisition Grants	23
Eligible Applicants	23
Eligible Projects	24
Eligible Costs	25
Match	27
Initial Screening–Pre-proposals	28
Eligibility and Selection Criteria for Agricultural Conservation Acquisitions	28
Application Review	33
Pre-proposal and Application Requirements	34
General Information Regarding Agricultural Conservation Acquisition Requirements	36
Section 4: Agricultural Conservation Planning Grants	44
Projects, Eligible Applicants, and Allowable Costs	44
Eligibility and Selection Criteria	46
Application Review and Award Process	48
Section 5: Post-Council Meeting and Grant Administration	50
Strategic Growth Council Approved Projects	50
Overview of the Process After Grants Are Awarded	50
Funding and Accounting	51
Organizational Considerations	51
APPENDIX A – Agricultural Conservation Capacity and Project Development Grant Application	53
APPENDIX B – Capacity and Project Development Grant Agreement	65
APPENDIX C - Acquisition Grant Pre-Proposal	94
APPENDIX D - Acquisition Grant Application	106
APPENDIX E – Conservation Management Plan and Carbon Farm Plan Contents	117
APPENDIX F – Acquisition Grant Agreement	121
APPENDIX G – Fee Acquisition Grant Agreement	153
APPENDIX H – Planning Grant Pre-Proposal	209

APPENDIX I – Planning Grant Application.....	213
APPENDIX J – Planning Grant Agreement.....	220
APPENDIX K – Priority Populations-Important Farmland Map	248
APPENDIX L – Glossary.....	249

Section 1: Sustainable Agricultural Lands Conservation Program Introduction and Summary

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. It also contributes to implementation of Governor Newsom's Executive Order N-82-20, which calls for the accelerated use of nature-based solutions to address the climate and biodiversity crises. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports healthy agricultural and tribal food systems, and resulting food security. Healthy and resilient food systems are becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change.

SALC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Program Components

These **Guidelines** cover the following investment types:

- **Agricultural Conservation Acquisition Capacity Funding** – Grants to develop agricultural conservation easement and fee acquisition projects and/or cover associated costs to help close acquisition projects where the cost of the acquisition is covered by an alternate source of funding.
- **Agricultural Conservation Acquisitions** – Grants to protect important agricultural lands under threat of conversion to nonagricultural uses through the acquisition of voluntary, permanent agricultural conservation easements (easements) or fee title purchases.

- **Agricultural Conservation Planning** – Grants to develop and implement plans for the protection of agricultural lands under pressure of being converted to non-agricultural uses.

For the purposes of this program, agricultural land includes both cultivated and non-cultivated lands that support an agricultural use, including gathering and activities that promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes so long as such activities are led by or conducted in partnership with a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission, or members thereof.

Goals

The goals of SALC are to:

- Protect agricultural lands that support infill and compact development
- Contribute to carbon neutrality
- Support sustainable land management
- Support coordinated land use planning
- Support Executive Order N-82-20 by:
 - a. Safeguarding the State's economic sustainability and food security
 - b. Protecting biodiversity
 - c. Enabling enduring conservation measures on working lands, in partnership with land managers and natural resource user groups
 - d. Building climate resilience, reducing risk from extreme climate events, and contributing to the State's effort to combat climate change
 - e. Advancing equity and opportunity for all regions of California

Funding

SALC will award an amount equal to ten percent (10%) of the auction proceeds available from the twenty percent (20%) continuously appropriated to the Strategic Growth Council for the AHSC from GGRF each fiscal year. SALC administration costs will be deducted from the available funding prior to project award. The actual funding amount available each fiscal year will not be determined until after the fourth auction for that fiscal year.

Funding should leverage private and other government investment to the maximum extent possible.

SALC will coordinate with local, state, and federal programs to avoid duplicative funding for projects.

Funds not awarded under one program component may be used to increase available funding for another program component, at the Strategic Growth Council's discretion.

SALC funds not awarded or identified for award to alternate projects under one solicitation may be made available in the subsequent solicitation. Additional funding for SALC project may be available from previously funded project that withdraw or come in under budget.

GHG Quantification

The California Air Resources Board (CARB) adopts [Funding Guidelines for Agencies that Administer California Climate Investments](#) (CARB's Funding Guidelines) to ensure that all programs that receive California Climate Investments dollars distribute those dollars in accordance with applicable law.

Greenhouse Gas Emissions

Per CARB's Funding Guidelines, all California Climate Investments programs must facilitate the achievement of greenhouse gas emission reductions. SALC estimates avoided greenhouse gas emissions based on the vehicle miles traveled avoided by protecting agricultural land at under pressure of being converted to non-agricultural uses and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified and reported for funded easement projects in accordance with a [CARB-approved quantification methodology](#).

Co-Benefits

Pursuant to AB 1532, GGRF monies shall be used to facilitate reductions of greenhouse gas emissions and, where applicable and to the extent feasible, to:

- maximize environmental, economic, and public health benefits for California, and
- lessen the impacts and effects of climate change on the state's communities, economy, and environment.

CCI refers to such benefits as co-benefits. To the maximum extent feasible, SALC will work with other administering agencies to provide co-benefits and to maximize the benefits from each funding program. This coordination may include sharing information about a project or applicant. Co-benefits associated with SALC projects may include:

Environmental Co-Benefits

- Protection of land of special environmental significance
- Protection of watershed health
- Protection of native plants and animals
- Restoration of habitat
- Implementation of traditional ecological knowledge led by Tribes
- Protection of habitat connectivity and wildlife corridors
- Protection of open space and viewsheds

Economic Co-Benefits

- Retention of local jobs and agricultural revenue
- Support for workforce development
- Retention of entrepreneurial opportunities
- Avoidance of spending on municipal services for dispersed development

Public Health Co-Benefits

- Access to affordable, nutritious foods
- Reductions in food waste
- Agricultural practices that reduce negative public health impacts
- Reduction in the risk of wildfire-related health impacts
- Protection of groundwater and drinking water sources

Additional Co-Benefits

- Facilitation of collaboration among multiple entities
- Opportunities for partnerships with Tribes
- Educational opportunities for students or new farmers
- Outdoor access
- Avoided increase in flood risk

Statutory Authority

Public Resources Code sections [75127](#) and [75128](#) direct the Strategic Growth Council to manage and award financial assistance to support the planning and development of communities that achieve sustainability objectives. Public Resources Code Section [75126\(b\)](#) states that these funded activities must be consistent with California's planning priorities specified in [Government Code Section 65041.1](#) ("California's Planning Priorities"). Public Resources Code, Section [75125](#) states that the Strategic Growth Council shall develop guidelines for awarding financial assistance, including criteria for eligibility and additional considerations.

[AB 32](#) (Chapter 488, Statutes of 2006) and related amendments identify climate change as a serious threat to the economic well-being, public health, natural resources, and environment of California and established the GGRF. Health and Safety Code Section [39719\(b\)\(1\)\(C\)](#) apportions the Strategic Growth Council twenty percent (20%) of GGRF auction proceeds on an annual basis. Health and Safety Code [Section 39712\(b\)](#) requires that GGRF monies be used to reduce GHG emissions consistent with the purposes of AB 32.

Public Resources Code Section 75210 established AHSC to:

“reduce greenhouse gas emissions through projects that implement land use, housing, transportation, and agricultural land preservation practices to support infill and compact development, and that support related and coordinate public policy objectives, including...protecting agricultural lands to support infill development.”

Public Resources Code Section [75212](#) lists the types of projects eligible for funding under the AHSC. Specifically:

- Section 75212(h) authorizes the Strategic Growth Council to invest in the “acquisition of easements and other approaches or tools that protect agricultural lands that are under pressure of being converted to nonagricultural uses, particularly those adjacent to areas most at risk of urban and suburban sprawl or those of special environmental significance.”
- Section 75212(i) authorizes the Strategic Growth Council to invest in projects for “planning to support implementation of a sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development.”

SALC was developed as a component of AHSC to administer projects eligible for GGRF funds pursuant to these sections.

SALC was identified by the Strategic Growth Council as most appropriately administered by the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency). The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

The Department's authority for agricultural land protection derives from various sections of statute:

- Public Resources Code Sections 10200-10277, the California Farmland Conservancy Program
- Public Resources Code Sections 10280-10283, Agricultural Protection Planning Grant Program
- Government Code Section 65570, the Farmland Mapping and Monitoring Program
- Government Code Sections 51200-51294.7, the Williamson Act
- Public Resources Code Division 9, governing Resource Conservation Districts

Equity

Priority Populations

[Health and Safety Code section 39713](#) directs state and local agencies to make significant investments that improve California's most vulnerable communities. The statute requires that GGRF funding for California Climate Investments as a whole benefit [disadvantaged communities \(including lands under control of federally recognized Tribes\)](#), [low-income communities](#), and [low-income households](#) (priority populations) as follows:

- A minimum of twenty-five percent (25%) of available GGRF monies to projects that are located within and benefit individuals living in disadvantaged communities;
- A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households or to projects that are located within and benefit individuals living in low-income communities located anywhere in the state; and,
- A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households located within a ½ mile of a disadvantaged community or to projects that are located within and provide benefits to individuals living within low-income communities that are outside of, but within a ½ mile of, a disadvantaged community.

[Public Resources Code section 75214](#) establishes a target of expending fifty percent (50%) of overall AHSC funds on projects located in and benefit disadvantaged communities to meet these GGRF goals, and CARB works with AHSC each year to set annual investment targets. The established [FY2022-23 investment targets](#) for AHSC are:

- 55% of awarded funds to Disadvantaged Communities

- 15% of awarded funds to Low-Income Communities or Households
- 5% of awarded funds to communities within a ½-mile of disadvantaged communities and within a low-income community census tract

Funding allocated by SALC to priority populations is counted toward these AHSC targets.

To meaningfully benefit a priority population, a project must meet all the following requirements:

- Fifty percent (50%) or more of the project must be located within:
 - A disadvantaged community census tract, as designated by CalEPA;
 - A low-income community census tract, as defined in HSC 39713; or,
 - A half-mile of a disadvantaged community and within a low-income community census tract;
- The project must address an important community or household need; and,
- The project must provide direct, meaningful, and assured benefits to a priority population as determined using the Priority Population Benefits Table for the applicable project type.

A mapping tool to determine whether a project location is within a priority population census tract is available on [CARB's Community Investments webpage](#).

Applicants interested in having their proposal considered for priority population benefits must complete the Priority Population Benefits Table and provide supporting documentation in their application. Please check <http://www.arb.ca.gov/cci-resources> for any updates to the priority population benefit criteria tables. These materials will be evaluated in detail to determine if the benefits provided rise to a level that can be claimed to meet the AB 1550 requirements. Information provided to support a priority population benefits claim will be reviewed by the SALC Interagency Committee, in consultation with CARB.

- Planning grant applications found to benefit priority populations will be prioritized for funding, and may receive one hundred percent funding for eligible costs.
- Capacity grant applications found to benefit priority populations will be prioritized for funding.
- Acquisition applicants that benefit priority populations will be prioritized for funding, and may receive one hundred percent funding for eligible costs.

Federally and Non-Federally Recognized California Native American Tribes

Executive Order N-15-19 acknowledges and apologizes on behalf of California for the historical “violence, exploitation, dispossession and the attempted destruction of tribal communities” from the early years of the State to present day and creates the [California Truth & Healing Council](#). In the spirit of truth and healing and consistent with the Office of the Governor’s [Statement of Administration Policy on Native American Ancestral Lands](#), through each of its three funding areas – capacity, planning, and acquisitions -- SALC seeks to:

- support ownership, management, and co-management of, and access to natural lands and Indigenous cultural resources within those lands by Federally recognized and non-federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission
- Facilitate access of California Native Americans to cultural resources
- Support the ability of California Native Americans to engage in traditional and sustenance gathering, hunting, and fishing
- Encourage partnerships with California tribes on land management and stewardship utilizing Traditional Ecological Knowledge.

Acquisition projects where a tribe or tribal non-profit with 501(c)3 status is either the applicant or a co-applicant on the project will be prioritized for funding and may receive one hundred percent funding for eligible costs.

Tribal non-profit applicants must have a Native American-centered mission or have a majority Native American board. If the non-profit applicant does not meet this criterion, they must provide a letter of support from an eligible tribe detailing the nature of the relationship between the non-profit and the tribe, how the tribe will benefit from the project, and the tribe’s support for the project.

Socially Disadvantaged Farmers and Ranchers

[SGC’s Racial Equity Action Plan \(2021\)](#), approved by the Council, establishes SGC’s vision for racial equity as “All people in California live in healthy, thriving, and resilient communities regardless of race.” The REAP also outlines actions SGC will take to achieve racial equity in its organization, operations, programs, and policies. It directs SGC staff to develop requirements for racial equity priority topics in each of its programs.

The Legislature “recognizes the importance of investing in the long-term prosperity of our food and farming system, starting with our farmers” and that:

(2) Farmers of color have historically not had equitable access to land and other resources necessary to conduct farming in California, and that legacy of prejudice persists.

(3) Female farmers represent less than a quarter of all farmers in the state. Only 2 percent of California farmers are women of color, according to the United States Department of Agriculture Census of Agriculture.

(4) Socially disadvantaged farmers and ranchers tend to farm fewer acres but have a greater diversity of crops in California.

(5) According to the United States Department of Agriculture Census of Agriculture, on average, socially disadvantaged farmers and ranchers in California receive less in federal payments than their White counterparts and also earn less.

(6) Despite the barriers, an increasing number of socially disadvantaged farmers and ranchers are attempting to farm throughout California, across rural and urban settings.

(7) Existing federal agricultural policies have failed to provide sufficient and appropriate technical assistance and financial support, including farmer cooperative creation, for socially disadvantaged farmers and ranchers.

(Food and Agriculture Code Section 511.)

The Farmer Equity Report (California Department of Food and Agriculture, 2020, p.9) found that “[a] primary challenge facing socially disadvantaged farmers and ranchers in California is land tenure.” “Land tenure is an issue that can affect farmers and ranchers’ eligibility for CDFA resources such as grants as well as inform their decisions on adopting long-term conservation practices. This is a key issue that should be recognized when developing programs, policies and resources because it affects all aspects of farm business [.]” (*Id.* p. 10.)

To implement the Racial Equity Action Plan (2019), to address the Legislature’s findings set forth in Section 511, and to address CDFA’s findings in the Farm Equity Report, SALC encourages projects that benefit socially disadvantaged farmers and ranchers and increase their participation in acquisition and

planning projects. “Socially disadvantaged farmers and ranchers” has the meaning set forth in Appendix L.

Acquisition projects that provide secure land tenure to a beginning or Veteran farmer or rancher, a California Native American tribe, a farmer or rancher who is a member of a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission, or to a farmer or rancher that is a resident of a priority population, as defined in these Guidelines, will be prioritized for funding and may receive one hundred percent funding for eligible costs.

Investment Targets

SALC will aim to award 20% of available funding for acquisition, capacity, and planning grants to fund projects that:

- provide secure land tenure to a beginning or Veteran farmer or rancher, a California Native American tribe, a farmer or rancher who is a member of a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission, or to a farmer or rancher that is a resident of a priority population, or
- provide meaningful benefits to a priority population, as defined in these Guidelines.

SALC will aim to award 5% of available funding for acquisition, capacity, and planning grants where a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission, or a tribal non-profit with 501(c)3 status is either the applicant or a co-applicant on the project.

SALC staff will report on the number of acquisition, capacity, and planning projects that contribute to the above investment targets in the staff report outlining proposed project awards each year. If an investment target is not met, SALC staff will provide an explanation as to why.

If insufficient projects are submitted to meet the above targets, the Strategic Growth Council may elect to award remaining target funds to other eligible applications submitted this round, or to roll those funds over to meet target purposes in the subsequent solicitation, at its sole discretion.

Grant Application

The application processes for Capacity, Acquisition, and Planning grants are detailed in Sections 2, 3, and 4 of these Guidelines, respectively. Pre-proposals and applications must be received electronically by 11:59 p.m. on the deadlines specified in the most current solicitation.

SALC forms and sample documents are available in the Addenda and individually on the [SALC website](#).

A summary of each project application, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines the final awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision following the meeting at which the awards are announced.

Publicity and Confidentiality

Applicants are encouraged to inform landowners and other partners that grant applications may result in publicity.

Because public funds are used to secure acquisitions and fund planning and capacity grants, details related to an application are public records that may be publicly released in accordance with the California Public Records Act.

Note: There are exemptions to the California Public Records Act. Tribes, tribal non-profits, and other applicants that believe their applications contain confidential information per one or more exemption may mark that information as confidential and provide the reason why in their application. This will help the Department identify potentially confidential information for further review in the event of a Public Records Act request.

Grantees are required to use Strategic Growth Council, California Climate Investments and Department of Conservation names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the grant. Guidance on logo usage, signage, and logo files contained in the [Style Guide](#).

Long Form Materials

Long-form written materials, such as reports, must include the following standard language about the SALC Program and California Climate Investments:

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, administered by the Department of Conservation, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development encourages infill development within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is a critical part of meeting the challenges occurring and anticipated as a result of climate change.

SALC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Press Releases, Flyers and Visual Materials

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., should include the following:

"Funds for [Project name or type] were made available through the California Strategic Growth Council's Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the

economy, and improving public health and the environment – particularly in disadvantaged communities.”

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the boilerplate language acknowledging CCI and SGC support is not practical, grantees should instead include the official logos of both SGC and CCI, preceded by the words “Funded by.” Any informational materials that include at least a paragraph of text should include the CCI language below. Please contact the SALC staff with questions.

Media Inquires

Grantees are required to identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to DOC. Grantees may also distribute a press release after grant decisions are made at SGC’s Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by DOC prior to distribution and DOC and SGC must be alerted about and invited to participate in any and all press conferences related to the grant.

Nondiscrimination Policy

Consistent with Article I, Section 31 (a) of the California Constitution, the State of California and its programs shall not discriminate against, nor grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

Section 2: Agricultural Conservation Capacity and Project Development Grants

CARB encourages programs that utilize California Climate Investments dollars to provide program-specific technical assistance to potential applicants in order to assist them in developing projects and preparing and submitting applications. Additional investments are needed to help stakeholders build capacity to be able to develop and complete projects at the pace and scale required to meet the State's goal of conserving thirty percent of California's land by 2030.

Funding

The Strategic Growth Council will aim to award approximately 5% of available funds for agricultural conservation acquisition capacity and project development grants ("capacity grants") through this solicitation, with additional monies to be made available for the same purpose in the next solicitation.

Capacity grants will be awarded as follows:

- Tier 1: Grants of up to \$100,000 are available to applicants to build organizational and financial capacity to develop agricultural conservation acquisition projects.
- Tier 2: Grants of up to \$250,000 are available to applicants to expand existing organizational capacity to develop agricultural conservation acquisition projects, and develop agricultural acquisition projects. These grants are available to applicants who can demonstrate the organizational and fiscal capacity to complete the work outlined in their work plan.

Tier 1 applicants may request an increase in funding up to a total grant award of \$250,000 during their grant term if they can demonstrate the organizational and fiscal capacity to administer additional funds within their remaining grant term. Award increases shall be prorated based on the remaining grant term, shall be at the discretion of the Executive Director of SGC, and may only be made if funding is available.

To demonstrate organizational capacity, Tier 2 applicants and Tier 1 grantees requesting an increase in their award must:

- Have a board and/or management structure that provides oversight over staff work
- Have access to and utilize relevant tools and resources to track projects and the expenditure of grant funds, such as grant management software

or spreadsheets, financial tracking systems, geographic information systems, etc.

- Have professional staff within the applicant's employ who have the knowledge and expertise to successfully develop conservation acquisition projects
- Where non-profit applicants intend to be the easement or fee title holder of the acquired property, be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement, as relevant
- Have or adopt a staff time-keeping system with the capacity to generate reports that break time down by grant task and by person
- Have staff or a contractor sufficiently skilled to track project financials in a way that allows for efficient and accurate invoice submission

Tier 2 applicants must provide the following to demonstrate fiscal capacity to administer a grant:

- A copy of the current annual organizational budget.
- A copy of the most recent financial audit (if an audit is not available, a copy of the organization's recent financial statements).

The prior requirements to demonstrate organizational and fiscal capacity to be eligible for a Tier 2 award or increase to a Tier 1 award may not apply to tribal applicants. The Department will consult with tribal applicants to identify the most appropriate means for the individual Federally recognized or non-federally recognized California Native American tribe to demonstrate eligibility.

Grant Term

Capacity grants will be awarded for an initial term of three years.

Eligible Applicants

Cities, counties, non-profit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, are eligible to apply for capacity funding.

Non-profit applicants for Tier 2 funding must have the conservation of agriculture, rangeland, farmland, or tribal cultural resources among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies.

Non-profit applicants that do not have the conservation of agriculture, rangeland, farmland, or tribal cultural resources among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies are eligible for Tier 1 funding on the condition that they use a portion of their funding, if awarded, to incorporate the conservation of agriculture, rangeland, farmland, or tribal cultural resources into their stated purposes or adopted policies. Non-profit applicants must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and be qualified to do business in the state.

Applicants with active SALC Capacity grants are not eligible for funding unless the current grant is closed out before the application due date.

Eligible Activities

SALC capacity grants will be provided to: 1) build organizational and financial capacity to develop agricultural conservation acquisition projects, 2) assist eligible applicants in developing agricultural conservation easement and fee acquisition projects in preparation for submitting such projects for acquisition funding in future rounds, and 3) provide funds to cover associated costs to help close agricultural conservation acquisition projects where the cost of the acquisition is covered by an alternate source of funding.

SALC capacity grants may be provided to a Federally recognized or non-federally recognized California Native American tribes to develop a new 501(c)3 organization, like a tribal land trust, that will partner with them to meet the goals of SALC.

Agricultural conservation acquisition project(s) developed, or projects for which associated costs are funded using capacity dollars, must meet the Eligibility Criteria listed in the table below to be considered for funding.

Eligible and Ineligible Costs

Direct Costs

Direct costs incurred to develop agricultural conservation acquisition projects are eligible for reimbursement.

Eligible direct costs are:

- Fully-burdened applicant staff time for:
 - landowner outreach
 - engagement with stakeholders and partners in activities directly related to the proposed project

- o title work
- o project mapping
- o acquisition negotiations
- SALC acquisition grant application preparation
- Baseline documentation
- Technical and legal consulting
- One market analysis or restricted use appraisal per project
- Preliminary title reports
- Escrow closing costs
- One appraisal per project where the cost of the acquisition is paid for by a funding source other than SALC. This must be the appraisal that establishes the acquisition value used to complete the transaction. This restriction may be waived at the discretion of the Department where the grantee is either a tribe, tribal non-profit or organization whose purpose is to serve priority populations and/or socially disadvantaged farmers and rancher; the project benefits a tribe, priority population and/or socially disadvantaged farmer or rancher; and the appraisal was commissioned and completed in good faith to move the project forward.
- Translation and interpretation services
- Technical or virtual meeting software, subscriptions, or applications other than basic word processing programs
- Staff time to develop, prepare, or update organizational documents, processes, and/or tools for the efficient tracking and development of agricultural conservation acquisitions, if those documents, processes, and/or systems do not exist at the time the project is funded
- Consultant costs, subject to grant manager approval

Costs subject to Department review and approval are:

- Mineral remoteness evaluations
- Environmental site assessments
- Property boundary surveys
- Building envelope surveys

To the extent that such activities are directly related to developing and completing agricultural conservation acquisition projects, applicants are encouraged to utilize funding to:

- Collaborate and participate in knowledge sharing with partners
- Engage diverse populations, particularly members of severely disadvantaged communities, socially disadvantaged farmers and ranchers, and tribal communities, to increase awareness within those communities about specific programs and opportunities

- Implement or expand the use of multilingual and culturally appropriate materials in communications and educational strategies related to the proposal.

Indirect costs should not be included in the budgeted staff rate or salary. Indirect costs should be budgeted separately and must comply with the requirements outlined below.

Travel costs

In-state travel for grantee's staff is eligible as necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:

- Accommodation-related travel costs: Maximum reimbursement rates based on county as shown here: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203> in the section titled "Short-Term Lodging Reimbursement Rates, with no option for approval of an "excess lodging rate."
- Rental car costs or personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2202>.
- Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
- No other travel-related costs will be reimbursed through this grant program.

Education and training costs

Up to two percent (2%) of the grant award may be used to cover direct costs to attend trainings or meetings to improve the applicant's skill, efficiency, or expertise in agricultural land conservation in order to complete the proposed project. All education and training costs are subject to review and approval by the Department.

Indirect costs

Indirect costs are limited to the applicant's federally negotiated indirect cost rate. If no federally negotiated indirect cost rate is available, indirect costs may account for no more than twenty percent (20%) of the total grant award and may include those costs incurred by the grantee to administer the grant, such as:

- Office space
- Office supplies
- Legal or management oversight
- Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

Grantees may use this funding to compensate partners and stakeholders for work performed directly relating to the strategic planning process.

Ineligible associated costs are:

- Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)
- Costs associated with community or publicity events which are unrelated to specific project work products as outlined in the Work Plan (see Attachment 2 of the Grant Agreement)
- Per Diems
- Expenses for publicity
- Bonus payments of any kind
- Interest expenses
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Services, materials, or equipment obtained under any other State program
- Real estate brokerage fees and/or expenses
- Legal defense funds
- Associated costs for easements funded under the Acquisitions component of SALC

Eligibility and Selection Criteria for Acquisition Capacity Grants

The information submitted in the application will be evaluated by reviewers and should demonstrate how effectively the proposal will meet the SALC Program goals and objectives.

Projects must meet all Eligibility Criteria to be considered for funding. Projects that meet all of the Eligibility Criteria are then evaluated based on how well the proposed project meets the SALC Program's goals and objectives, as evidenced through their Selection Criteria scores.

In determining which applications to fund, the State may also consider factors including, but not limited to, geographic distribution of funds, the urgency of the project, and the Administration's priorities. Alternate projects may be identified and recommended for approval by the Strategic Growth Council in the current round of funding in the event that any of the recommended projects is withdrawn. All proposals that meet the Eligibility Criteria are evaluated relative to the pool of applications received this Round.

All proposals will be reviewed using the following Eligibility Criteria and Selection Criteria:

Eligibility Criteria

- The applicant is an Eligible Applicant as defined on Page 15.
- The proposal is for an eligible activity.
- The proposal demonstrates that the requested funding will increase the applicant's capacity to initiate and conduct agricultural land conservation activities.

Selection Criteria

Total selection criteria points available out of 100.

- **Program Goals** (35 points): The extent to which the project(s) proposed for development meet the program's goals.
- **Equity** (30 points): The extent to which the proposal will advance equity and opportunity by [providing meaningful benefits to a priority population](#) or increasing new, Veteran, or Native American farmer or rancher access or tribal access to State funding for agricultural conservation acquisitions.
- **Sustainability** (20 points): The extent to which the application demonstrates that increased organization capacity to develop projects will be sustained after the life of the grant.
- **Budget** (15 points): The costs described in the applicant's budget are reasonable costs likely to be incurred in the development of one or more agricultural conservation acquisition projects.

Capacity Grant Application Review Process

SALC Program staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in submitting an application.

Application Review

All applications received by the Department will be evaluated based on the materials provided as of the application deadline, as well as a review of publicly available information as reasonable to verify the provided information.

Applicants interested in receiving technical assistance prior to submission of an application may contact the Department with questions. Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Following the Department's initial review of the projects in relation to the Eligibility Criteria and Selection Criteria, an Interagency Committee consisting of Agency, Department of Food and Agriculture, Department of Water Resources, the Council, and the Department will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Council for funding.

A summary of each project application, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Council makes project awards. The Council determines the final awards and will announce these awards at a public meeting. Applicants will be formally notified of the Council's decision via a decision letter following the meeting at which the awards are announced.

Capacity Applications

This section provides additional information regarding the components of the Application for Project Development grants. Applicants that intend to seek SALC Program Acquisition funding for projects developed under this component of the program are encouraged to read the General Information Regarding Agricultural Conservation Acquisition Requirements found in Section 3 of these Guidelines prior to preparing their Project Development application. All SALC-funded Acquisitions are subject to these Requirements. Please see the Department's website for forms and supporting material.

Project Development Application Components

All items are required unless otherwise noted:

- Grant Application Checklist
- Grant Application Cover Sheet
- Executive Summary (1/2-page maximum)
- Narrative Questions
- Applicant Resolution of Support
- Work Plan
- Budget
- Documentation of Organizational Eligibility
- Maps of proposed project boundary(ies), if applicable
- Priority Population Benefits Table (if applying for priority population status)
- Documentation of Organizational Capacity (Tier 2 funding applications only)

Documentation of organization eligibility is the same as for agricultural conservation acquisition grants (see Section 3). Applicants may certify that the most current versions of their eligibility documents are on file with the Department in lieu of submitting the documents themselves.

Section 3: Agricultural Conservation Acquisition Grants

Under the [Cap-and-Trade Auction Proceeds Third Investment Plan](#) and Executive Order N-82-20, California aims to invest California Climate Investment dollars in the conservation of working lands in order to facilitate net climate benefits and long term carbon sequestration in the land base.

Preventing the conversion of agricultural land to residential or rural residential development avoids vehicle miles traveled and related greenhouse gas emissions.

A complete list of all the Eligibility Criteria for acquisition projects is listed within the "Eligibility and Selection Criteria for Agricultural Conservation Acquisitions" section.

Applications that do not meet all the Eligibility Criteria will not be considered for funding.

There is no maximum award for Acquisition grants. There is no minimum project size.

Eligible Applicants

Cities, counties, non-profit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, are eligible to apply for funding.

An application can be submitted by either (1) a single applicant where the applicant is the intended easement holder or intended conservation buyer or (2) multiple entities that are collaborating on the acquisition, one of which must be identified as the intended easement holder or intended conservation buyer. Non-profit applicants must have the conservation of agriculture, rangeland, farmland, or tribal cultural resources among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies. The applicant and co-applicant cannot already have an interest in the property.

Non-profit applicants that intend to be the easement or fee title holder of the acquired property must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement, as relevant, prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Non-profit applicants must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and be qualified to do business in the state. Non-profit organization must also have as their primary purpose the preservation, protection, or enhancement of agriculture, farmland, rangeland, or tribal cultural resources.

Eligible applicants are not limited in the number of project applications they may submit.

Eligible Projects

Agricultural conservation acquisition grants will be provided to fund the purchase of conservation easements or fee title to agricultural land, including where an easement or fee purchase is part of a buy/protect/sell strategy to conserve the land. For purposes of this program agricultural land includes both cultivated and non-cultivated lands that support an agricultural use, including gathering and activities that promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes so long as such activities are led by or conducted in partnership with an eligible California Native American tribe or members thereof.

Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions is met:

- o The restriction is consistent with the property's current and reasonably foreseeable agricultural use, and
- o Agricultural use of the property is not substantially impaired.

Example 1: Restriction permitted

A restriction on conversion of rangeland to vineyards would be permitted because the restriction 1) is consistent with the property's current and reasonably foreseeable future commercial agricultural use and 2) permits continued use as rangeland.

Example 2: Restriction permitted

A restriction that prohibits cattle from accessing sensitive riparian areas containing threatened species so long as alternative water sources are available onsite would be permitted. Such restriction does not 1) interfere with the continuing agricultural use as cattle can drink from the alternative water source and 2) the restriction does not substantially impair agricultural use on the property but only a small portion of the property.

Example 3: Restriction permitted

A restriction that prohibits conversion of land used for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and/or dyes to irrigated agriculture would be permitted if the project is led or developed in partnership with a tribe. Such restriction 1) is consistent with the property's current and reasonably foreseeable use and 2) permits continued cultivation of traditional materials.

Example 3: Restriction not permitted

A restriction on pasture land that would allow only one alpaca, a family pet, to be grazed with imported alpaca feed would not be permitted as such a restriction 1) is not consistent with the property's continuing agricultural use as pasture and 2) substantially limits the agricultural use.

Eligible Costs

Only direct costs incurred to acquire the easement or fee title to the property during the grant term specified in the Grant Agreement are eligible for payment under this program.

Easement Acquisition Cost

Competitive grants will be awarded to cover up to ninety percent (90%) of the value of the agricultural conservation easement.

Fee Acquisition Cost

Not more than twenty five percent (25%) of available funding may be awarded for fee acquisition projects. Competitive grants may be awarded to cover up to ninety (90%) of the agricultural conservation easement value of the property's fair market value. For example, if the property's fair market value is \$1,000,000, and its easement value is 50% of the fair market value (\$500,000), SALC would contribute a maximum of \$450,000 (or 90% of \$500,000) toward the purchase of the property. Notwithstanding the foregoing, where a tribe or tribal non-profit is the applicant or co-applicant on a fee acquisition project, or where a tribe or tribal non-profit will become the owner of the conserved land, SALC may pay for up to 100% of the fair market value of the property.

Associated Costs

All projects approved for funding are eligible to receive up to \$60,000—in addition to the funding toward the acquisition discussed above—to cover reasonable associated costs incurred to acquire the real property interest.

The Strategic Growth Council will allocate \$60,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in their application. The Strategic Growth Council may increase a project's associated cost allocation if it determines such costs are commensurate with the work needed to complete the project. Applicants requesting more than \$60,000 must provide a detailed budget with the preproposal and application. All applicants must provide a detailed budget for the project, should the project be awarded funding.

All eligible costs must be supported by appropriate documentation during the invoicing process.

Eligible Associated Costs

- Fully-burdened applicant staff time for:
 - Deed negotiations
 - Title work
 - Project mapping
 - Appraisal review and coordination
 - SALC-required reporting
- Technical and legal consulting
- Appraisal
- Preliminary title report
- Baseline conditions report
- Escrow fees
- Title insurance fees
- Property boundary survey(s)
- Building Envelope survey(s)
- Environmental site assessment(s)
- Mineral remoteness evaluation(s)
- Tribal consultation(s)

Ineligible Associated Costs

- Costs incurred outside the grant term
- Indirect or overhead costs
- Travel
- Expenses for publicity or publicity-related events

- Bonus payments of any kind
- Interest expenses
- Damage judgements arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Services, materials, or equipment obtained under any other State program
- Real estate brokerage fees and/or expenses
- Stewardship or legal defense funds
- CEQA documentation
- Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)

Conservation Management Plans and Carbon Farm Plans

All projects awarded funding are eligible to receive up to \$10,000, in addition to the funding toward the acquisition and associated costs discussed above, to develop a conservation management plan for the property, or up to \$10,000 to develop a carbon farm plan for the property.

For projects located within or adjacent to a disadvantaged community or low-income community, SALC highly encourages the development and implementation of a management plan that, to the extent feasible, reduces potential burdens to disadvantaged and low-income communities, including reductions in air pollution caused by agricultural operations, reductions in agricultural runoff, and/or reduction of degradation to surrounding ecosystems.

Minimum conservation management plan and carbon farm contents are set forth in Appendix E.

Match

Applicants must identify all existing or potential match funders in their pre-proposals and applications. Applicants cannot utilize other Department-administered program funding as match toward the purchase price of the property interest.

CARB encourages all agencies that administer California Climate Investments programs to coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits. To aid SALC's efforts to coordinate investments and leverage funds as recommended by CARB, applicants pursuing project funding through other California Climate Investments programs should indicate which programs they are applying to,

and whether such applications are for funding in lieu of or as match to SALC funding, in their application.

Initial Screening–Pre-proposals

Because the acquisition grant application process entails a significant amount of work, applicants are required to submit a pre-proposal to the Department prior to applying.

A pre-proposal consists of a structured summary of the proposed acquisition project; preliminary title report(s) less than twelve months old; an initial assessment of title concerns; as well as maps of the project boundaries, location, and proposed or existing building envelopes. Applicants are highly encouraged to submit a plotted easements map with their title report to facilitate the Department's title review.

The preliminary title report requirement may be deferred on a case-by-case basis with justification from the applicant and at the discretion of SALC staff. Applicants who are unable to obtain a current preliminary title report for their project prior to the pre-proposal deadline should contact SALC staff prior to submitting their project to discuss deferral of this requirement.

The pre-proposal worksheet is available in Appendix C.

Department grant managers will utilize pre-proposal information to assist the applicant in determining whether the project meets the Eligibility Criteria; identifying what, if any additional information will be needed in the full application; and ascertaining whether the project has title complexities that may impact the project or other issues.

Eligibility and Selection Criteria for Agricultural Conservation Acquisitions

The Eligibility Criteria are informed by the GHG reduction requirement associated with use of Greenhouse Gas Reduction Funds, [Civil Code section 815 et seq.](#) (Conservation Easements), and the Department's California Farmland Conservancy Program. The information submitted in the application package should demonstrate how effectively the proposal will meet the SALC goals and objectives, criteria, and readiness requirements.

Projects must meet all Eligibility Criteria listed to be considered for funding.

Eligibility Criteria

- The application is for an Eligible Project.

- The applicant(s) is/are an Eligible Applicant.
- The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property.
- The property has no known agricultural constraints (e.g., due to soil or water contamination).
- Protection of the property will support infill and compact development.
- The proposal will support the implementation of an adopted or draft Sustainability Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.
- The project is consistent with [California's Planning Priorities](#).
- The property is in an area with the necessary market, infrastructure, and agricultural support services to support long-term commercial agricultural production.*
- The property is expected to be used for, and is large enough to sustain, commercial agricultural production.*
- The project demonstrates that it will achieve a reduction in GHG emissions.
- The property is under pressure of being converted to non-agricultural uses.
- For local government applicants only: The local government applicant has not acquired, nor proposes to acquire, the interest in real property through the use of eminent domain, unless requested by the owner of the land.

*Acquisitions to promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes, and where the applicant or co-applicant is a California Native American Tribe, are exempt from requirements related to commercial agricultural production.

Projects that meet all the Eligibility Criteria will then be evaluated based on readiness and the extent to which they address the program's Selection Criteria. Projects that receive an A or B Readiness Ranking will be ranked against one another based on their Selection Criteria score. Projects with Readiness Ranking C may be evaluated if funding allows. Projects with Readiness Ranking D will not be funded through SALC in the current round and will not be further evaluated.

Acquisition Readiness Ranking

- A. Project ready (match funding for easement acquisition secured, if applicable; no title concerns, or defined plan to address title concerns)

- prior to close of escrow that is acceptable to Department; project structure clearly defined; and reserved rights clearly defined).
- B. Project feasible but requires resolution of specific issues (e.g., match funding identified or applied for but not secured; contingencies in project structure and/or reserved rights).
 - C. Larger potential issue/resolution concerns (no match identified; project structure unclear; or reserved rights unclear).
 - D. Project not ready (e.g., plan to address title concerns is insufficient, nonexistent, or unlikely to resolve concerns prior to the end of the grant term).

Selection Criteria

The following list outlines the Selection Criteria by which eligible projects ranked A, B, or C will be scored using the Selection Criteria and ranked based on their score. Applications will be awarded points for each Selection Criteria on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets SALC goals and objectives.

Total points available out of 100.

- o **Agricultural Use** (30 points): The extent to which the proposed project will support long term, economically viable, commercial agricultural production. For projects where the easement is to conserve land for the cultivation of traditional tribal foods, herbal medicine, fibers (such as basketry material), and/or dyes, the project will be scored based on the extent to which it supports sustainable management of cultural resources of historical importance to the tribe.
- o **Support for Infill/Risk of Conversion** (30 points): The extent to which the project supports infill and compact development and is underpressure of conversion to non-agricultural uses, particularly residential or rural residential uses in the near future.
- o **Other Program Goals** (20 points): The extent to which the project meets program goals not scored in other sections, including contributing to carbon neutrality and building climate resilience, supporting sustainable land management, reducing risk from extreme climate events, contributing to the State's effort to combat climate change, supporting coordinated land use planning, safeguarding the State's economic sustainability and food security, and protecting biodiversity.
- o **Equity** (15 points): The extent to which the proposed project will advance equity and opportunity.

- o **Other Co-Benefits** (5 points): The extent to which the proposed project provides co-benefits to the State beyond the program goals, including environmental, economic, public health, or other co-benefits.

Agricultural Use

Factors considered when scoring this section include soil quality and water availability and quality.

Projects with better soil quality, as determined using the Farmland Mapping and Monitoring Program data for irrigated land and Natural Resources Conservation Service gSSURGO data for rangeland, will score more points.

Water availability and quality will be evaluated as it relates to the current and foreseeable agricultural use on the property. Projects in high and medium priority groundwater basins, as defined by the Sustainable Groundwater Management Act (SGMA), will be evaluated based on the type and diversity of water sources available on the property, with projects with a diversity of water sources scoring more points.

Support for Infill and Risk of Conversion

Factors considered when scoring this section may include:

- the likelihood that the property will be converted or is adjacent to lands likely to be converted to residential or rural residential uses in the near future
- whether the property acts as or adds to a community separator or greenbelt
- Relevant land conversion and development trends in the region, including parcelization, changes in land use, housing development patterns, and increasing housing costs
- Commute times to job centers
- Development rights associated with and developability of the property, including minimum zoning, ordinances/regulations that may limit development, and landscape factors that may impede development
- Whether existing and/or planned transportation infrastructure promote sprawl development in the region
- Access to broadband.

Other Program Goals

Factors considered when scoring this section include the number of goals addressed, as well as the extent to which a project meets individual goals.

Projects that meet one goal very well will score better than projects that superficially meet multiple goals. Goals scored in other sections of the rubric will not be scored in this section.

Equity

Factors considered when scoring this section include:

- whether the project provides meaningful benefits to a priority population, as defined in these Guidelines
- whether the project provides secure land tenure to a beginning or Veteran farmer or rancher, a farmer or rancher who is a member of a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission, or a farmer or rancher who is a member of a priority population, as defined in these Guidelines
- whether the project is led by or conducted in partnership with a California Native American tribe to increase that tribe's ownership, co-management of, or access to natural lands and cultural resources.

Other Co-Benefits

Factors considered when scoring this section include the number of co-benefits provided, as well as the extent to which a project provides individual co-benefits. Projects that provide one co-benefit very well will score better than projects that superficially provide multiple co-benefits. Items scored in other sections of the rubric will not be scored in this section.

Selection for funding may not be determined by a project's selection criteria score alone. Projects that meet the program's investment targets for priority populations and tribes will be granted priority for funding independent of the selection criteria so long as they first meet the program's eligibility criteria and readiness requirements. Should the number of projects that provide these benefits exceed the investment targets, those projects with the highest selection criteria scores sufficient to meet the targets will be given priority, while the remaining projects will be evaluated relative to the remaining applications submitted that round.

In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including SALC's goals, avoided vehicle miles traveled, geographic distribution of funds, the urgency of the project, the Strategic Growth Council's priorities, and the applicant's past performance in completing SALC grants or Department administered grants. Alternate projects may be identified for funding by the Strategic Growth Council in the current

round of funding if funding becomes available. The Strategic Growth Council may award grants that partially fulfill an applicant's request.

Application Review

Applications for acquisition grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allow. Additional application cycles will be announced on the Department's and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Department staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying. Pre-proposal forms are available as Appendix C. Application forms are available as Appendix D.

All pre-proposals and applications received by the Department will be evaluated based on the materials provided as of the pre-proposal and application deadlines, respectively. Materials not requested as part of the application process will not be reviewed. Department staff may review publicly available information as reasonable to verify the provided information.

Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Pre-proposals will be reviewed to determine project eligibility, and technical assistance provided to facilitate the development of competitive grant applications. Applicants will be notified regarding their project's eligibility following the pre-proposal review. Projects deemed eligible, or eligible with conditions, may be submitted as applications for further evaluation and scoring. In cases where reviewers have questions regarding eligibility or title concerns, proposers will be given the opportunity to respond to those concerns prior to an eligibility determination. For projects deemed eligible with conditions, applicants must provide substantive responses to the conditions identified in the pre-proposal feedback in their application in order for their application to be considered for funding.

Applications will be reviewed for completeness, readiness, and the extent to which they meet the Selection Criteria and address program priorities. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the SGC.

Department staff will perform a site visit of each proposed project to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified through the pre-proposal or application review. Applicants will be asked to arrange a tour of the property, which must be

attended by a representative of the applicant and by the property owner or property owner representative. Department staff may conduct virtual site visits in lieu of in-person visits consistent with State guidance.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, SALC staff will review applications and recommendations with DOC management and an advisory group that includes Strategic Growth Council staff. Final award recommendations will be approved by the Strategic Growth Council at a public meeting.

Pre-proposal and Application Requirements

This section provides additional information regarding the components of the pre-proposal and application.

Agricultural Conservation Acquisition Pre-proposals *(All components are required unless otherwise noted)*

- Acquisition Summary Sheet
- Documentation of Organizational Eligibility*
(documents differ for non-profit and governmental applicants)
- Documentation of Organizational Capacity*
- Applicant-Landowner Letter of Intent
- Narrative Questions
- Preliminary Title Report, Underlying Documents, and Assessor's Parcel Maps
- Project Boundary Map
- Priority Population Benefits Table and supporting documentation
(only required if applying for priority population status)
- Associated Costs Budget Table
(only required if applying for more than \$60,000)

*Applicant may certify that the most current versions of the starred documents are on file with the Department in lieu of submitting the documents themselves.

Agricultural Conservation Acquisition Applications *(All components are required unless otherwise noted)*

- Grant Application Cover Sheet
- Executive Summary (1-page maximum)
- Acquisition Summary Sheet
- Narrative Questions
- Applicant Resolution of Support
- Letter to Planning Director
- Letter from Groundwater Water Sustainability Agency
(only required for projects in critically overdrafted basins)
- Updated Preliminary Title Report, Underlying Documents,

- and Assessor's Parcel Maps (*if requested*)
- Appraisal or Support for Estimated Easement Value
- Revised Project Boundary Area Map(s)
- Revised Building Envelope Map
- Revised Priority Population
- Benefits Table and supporting documentation (*only required if applying for priority population status*)
- Associated Costs Budget Table (*only required if applying for more than \$60,000*)

Applicants are required to notify the planning director of the county government within which the project is located about the application. Applicants with a project located within a city or city sphere of influence will need to notify both the relevant city and county. For all applications received, SALC will independently notify the local government's planning director. SALC will also notify the regional transportation planning agency responsible for the applicable sustainable communities strategy or regional transportation plan if a sustainable communities strategy is not required by law. These parties will have 30 days to provide comments regarding the application. SALC will make reasonable efforts to address concerns raised by these parties and may consider feedback in evaluating the application.

For applications where the intended holder of the real property interest is not the applicant, the applicant must provide the following from the intended holder of the real property interest in the pre-proposal:

- Certification of Acceptance of Conditions of Funding
- Documentation of Organizational Capacity
- Documentation of Organizational Eligibility

The intended holder of the real property interest may certify that the most current versions of the relevant documents are on file with the Department in lieu of submitting the documents themselves.

The applicant must provide a Resolution of Support from the intended holder of the real property interest in the application.

Application materials can be found in Appendix D.

General Information Regarding Agricultural Conservation Acquisition Requirements

Conditions of Funding

To receive funding from the SALC, the applicant must agree to the following conditions within their application and adhere to these conditions for the entirety of the grant term. Entrance into a grant agreement constitutes acceptance of the conditions of funding. Failure to adhere to these conditions throughout the grant term will result in loss of funding.

SALC's conditions of funding for **easement** acquisitions are as follows:

- Clear title to the agricultural conservation easement can be conveyed at close of escrow.
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- If the Department is funding preparation of a conservation management plan or carbon farm plan, the Department has approved the plan.
- If agricultural intensification restrictions on non-cultivated land are proposed:
 - The restriction will be consistent with the property's continuing agricultural use, and
 - Agricultural use of the property will not be substantially impaired
- For projects where the property includes forest lands, the project will comply with Public Resources Code [4751-4752](#).
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- The appraisal used to establish the easement value must be approved by DGS and the Department.

SALC's conditions of funding for **fee** acquisitions are as follows:

- Clean title to the property can be conveyed at close of escrow.
- A Notice of Unrecorded Grant Agreement and an Irrevocable Offer to Convey Title in Fee will be recorded concurrently with the grant deed.
- The title to the property will be encumbered in perpetuity with the following covenants that run with the land:

- The property must actively be used for agricultural uses or, in cases where a tribe or tribal non-profit is the Buyer, the cultivation or maintenance of tribal cultural resources,
 - Prohibits permanent severance of water rights from the fee,
 - Restricts development potential on the property consistent with an agricultural conservation easement,
 - Until such time as the property is sold subject to an agricultural conservation easement, a proportion of the net proceeds from the lease revenue equal to the proportion of SALC funds used to purchase the property will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region,
 - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow,
 - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property, and
 - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- Except where the buyer is a tribe or tribal non-profit with 501(c)3 status, the buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator. The property must be leased within a commercially reasonable time after purchasing the property. If the applicant intends to sell the property as part of this conservation transaction, they must sell the property within 3 years of purchase. This requirement does not preclude the applicant from electing to sell the conserved property, with deed restrictions in place, at a later date.
 - Should the property be resold, it will be sold subject to a conservation easement
 - If the Department is funding preparation of a conservation management plan or carbon farm plan, the Department approves the plan within one year of close of escrow on the purchase.

- If agricultural intensification restrictions on non-cultivated land are proposed:
 - The restriction will be consistent with the property's continuing agricultural use, and
 - Agricultural use of the property will not be substantially impaired. The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The grant deed, including any exhibits, must be approved by the Department.

Property Restrictions

Deed Language

SALC staff developed deed language to address important terms and conditions that should be contained within each SALC-funded acquisition deed. Applicants are encouraged to review this language and discuss it with landowners and appraisers early in the process. Grantees will be required to obtain Department approval of the deed prior to disbursement of the acquisition funding. This language may be updated periodically and is available on the [Department website](#) or upon request.

Property Valuation

Appraisals

A current appraisal will be required to determine the fair market value of the property interest to be acquired, which will be used to determine the state's contribution to the acquisition.

All appraisals are subject to review and approval by the Department and the California Department of General Services Real Estate Services Section (DGS). The grant will only fund the appraisal that establishes the acquisition value used to complete the transaction. This restriction may be waived at the discretion of the Department where the grantee is either a tribe, tribal non-profit or organization that serves priority populations and/or socially disadvantaged farmer or rancher; the project benefits a tribe, priority population and/or socially disadvantaged farmer or rancher; and the appraisal was commissioned and

completed in good faith. This cost will only be covered if the project is approved for funding, the appraisal is approved by the state, and the grantee requests Department reimbursement of associated costs in the grant application. In no situation shall the purchase price be greater than the appraised fair market value of the interest to be acquired.

The appraisal should be submitted prior to close of escrow, and with sufficient time for Department and DGS review.

If the project is approved, funding is available, and the appraisal contains a value that is higher than the estimate provided in the application, then, upon request by the grantee, awards may be increased:

- up to fifteen percent (15%) of the total grant award at the discretion of the Strategic Growth Council Executive Director. The Executive Director will report any award increases granted to the Council.

In no case shall the SALC contribution to the purchase price exceed ninety percent (90%) of the appraised easement value, except if the project met the requirements for reduced match at the time of award. Funding for any such increases in award amounts will be allocated either from existing non-allocated funds or from future allocations. Projects that receive award augmentations from future allocations will not be required to participate in any additional competitive solicitation processes. Any additional increase in valuation above fifteen percent (15%) will need to be covered by a landowner bargain sale (donation) or by other match funders.

Savings that result from an appraised value that is lower than the applicant's estimated value may be apportioned to the participating funders to preserve the match.

The applicant must select and retain an independent, certified appraiser to appraise the subject property. For both easement and fee purchases, the appraiser must use the "before and after" method of valuation to calculate the difference between the fair market value and the restricted value. The "before and after" method evaluates the property's market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. The Department has developed a resource for appraisers and applicants, entitled Overview and Preparation of Agricultural Conservation Easement Appraisals, which is available on the Department website.

Applicants are encouraged to thoroughly discuss the restrictions and permitted uses associated with the proposed acquisition with the landowner and appraiser

early in the appraisal process. Applicants should advise appraisers and landowners that appraisals are public records under the California Public Records Act of 1968 (Chapter 3.5 of Division 7 of Title 1 of the Government Code, commencing with §6250). Major considerations such as reserved home sites or other areas that will not be utilized exclusively for agriculture must be confirmed prior to and be identified in the appraisal, as they will likely affect the easement valuation. Subsequent changes to proposed restrictions or permitted uses may necessitate an update to the appraisal.

If a significant amount of time (24 months) transpires between the effective date of the appraisal and the anticipated escrow closing date, applicants may be required to obtain a new appraisal.

Use-Based IRS Deductions

If a landowner seeks tax benefits from the Internal Revenue Service in return for the charitable donation of an easement or portion thereof, the timing and requirements of the easement appraisal are critical. See a tax attorney or accountant for more information—the Department is not able to provide the applicant or landowner with assistance relating to this or other tax-benefits. A “special use valuation” and qualified IRS deduction may affect the easement valuation.

Title Considerations

Due Diligence

Clean title is required to protect the state’s investment. For the purposes of SALC, clean title refers to an absence of deeds, easements, leases, or other encumbrances that have the potential to undermine the state’s investment. Such encumbrances must be resolved prior to close of escrow because they may grant another person or entity the ability to take action to prohibit the project or impact the easement terms in a manner that contradicts SALC’s goals and objectives.

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. The Department will also work to identify such issues during its project review. The applicant will be asked to submit an initial plan to address title issues with their pre-proposal. If the Department determines that such a plan is inadequate, the applicant may be required to provide a more detailed plan in the application. The information within this plan will affect the project’s Readiness Ranking. Disbursement of funds into escrow for the purchase of an easement or fee interest in the property is

contingent upon the Department's determination that identified title concerns have been resolved.

For properties where the surface owner does not have control over at least 51% of the underlying minerals, the mineral rights may be addressed through:

1. A Mineral Remoteness Evaluation which finds that the likelihood of the separated mineral rights being exercised on the relevant parcel(s) is so remote as to be negligible. This finding may be confirmed by the Department's Division of Oil, Gas, and Geothermal Resources and/or the Division of Mine Reclamation.

Project must also provide deed language that restricts surface access to the mineral rights within the proposed property boundary, or to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, to the extent allowable by law.

2. Quiet title action(s) to restrict surface access to mineral rights within the proposed property boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to remove the separated mineral interests from title.
3. Subordination, surface use agreements, or remerger of the separated mineral interests to title.

Advance coordination with the Department and the applicant's title company is highly recommended if any separated mineral interest exists.

Mortgage and Lien Subordination

As part of the acquisition process, any liens or other financial encumbrances on the property are required to be either subordinated to the terms of the deed or paid off in closing. Subordination documents are subject to review and approval by the Department.

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices.

Additional Requirements and Considerations

Single Family Residences, Secondary Dwelling Units, and Farm Worker Housing

Each single-family residence reserved in the deed is limited to a maximum living area that is consistent with grantee's policies, local building codes, and the

surrounding neighborhood. The residence must not significantly impair the conservation purpose of the deed.

The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program shall not prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

If there are any single-family residences, secondary dwelling units, or farm worker housing units existing at the time of pre-proposal submission, at least one building envelope must be identified in the pre-proposal to contain these structures. If no single-family residences, secondary dwelling units, or farm worker housing units exist at the time of the pre-proposal submission, the applicant shall:

- Identify the size, number, and location of one or more building envelopes to contain these structures in the pre-proposal, or
- Identify the size and number of proposed future building envelopes to contain these structures in the pre-proposal and agree to deed language establishing a process for the identification of the location of the future building envelope(s), including approval of the selected location by the Council.

The size, number, and location of proposed building envelopes is subject to review and approval by the Department.

Other Reserved Rights

Other reserved rights listed here are subject to review and approval by the Department. All other reserved rights must be identified in the application.

Stewardship Fund

Costs related to the acquisition include funds dedicated solely for the long-term stewardship of the encumbered property. For agricultural conservation easements, stewardship typically means annual monitoring of the easement for compliance with easement conditions. A portion of these funds is typically provided by the landowner. SALC funds cannot be used toward stewardship costs.

Within the Grant Agreement, grantees will certify their ability to effectively manage and account for stewardship funds, whether pooled for all acquisitions

or held in separate accounts for individual acquisitions funded through the Grant Agreement.

Annual Reporting and Monitoring

Regular monitoring of and reporting on interests acquired with SALC funds is required to ensure compliance with the terms of the deed. Beginning the year after the deed is recorded, the Department requires an annual report from the interest holder certifying that the conditions of the deed are being upheld. For fee acquisitions, the report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property.

For fee acquisitions, SALC staff must be allowed access to the property for the purposes of monitoring and verifying compliance with the terms of the deed at least once every twelve months.

Section 4: Agricultural Conservation Planning Grants

Planning grants provide funds to develop plans that conserve agricultural lands by designing and implementing land use policies and accompanying strategies that reduce the threat of conversion to nonagricultural uses and reduce vehicle miles traveled. Plans may also recognize and protect the other cobenefits of conserving agricultural lands. This component of SALC incentivizes local, regional and tribal governments to work closely with stakeholders to develop land use policies and plans that integrate agricultural land conservation. Funding is limited to the eligible applicants and projects discussed below.

Projects, Eligible Applicants, and Allowable Costs

Projects

Planning grants assist the development of innovative, collaborative plans and consensus-building activities that establish comprehensive goals, policies and objectives such as:

- Protecting the agricultural land base;
- Identifying infill development potential with complementary agricultural land conservation;
- Developing the required local planning elements set forth in Government Code section 65560;
- Supporting regional food systems, such as the processing and distribution of agricultural products;
- Avoiding greenhouse gas emissions;
- Supporting implementation of sustainable communities strategy;
- Supporting equitable land tenure for socially disadvantaged farmers and ranchers and California Native American tribes;
- Addressing unique regional threats to agricultural land such as groundwater availability, catastrophic wildfire;
- Connecting rural agricultural land conservation and urban planning strategies; and
- Enhancing co-benefits (e.g., habitat, groundwater recharge).

Work plans should include:

- Inclusive stakeholder and/or community engagement and outreach activities;

- Community-based collaborative plans and consensus-building activities that provide general education about agricultural land conservation, information about the proposed project, and details outlining the opportunities for input and participation in the process; and
- Stakeholder meetings to support proposed project.

SALC encourages grantees and stakeholders to include impacted Native American tribes in developing Planning projects.

Eligible Applicants

Counties, cities, local area formation commissions (LAFCOs), councils of government, municipal planning organizations, regional transportation planning agencies, groundwater sustainability agencies, special districts with land use or transportation planning authority, and federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission are eligible to apply.

Resource Conservation Districts, special districts with a mission related to agricultural preservation, academic institutions, land trusts and other agricultural non-profit organizations may apply if they partner with an entity listed above and the entity has a significant role implementing the proposed project. The partners must agree to enter into a memorandum of understanding if they are awarded a grant. At a minimum, the memorandum of understanding will, demonstrate support for the project and SALC's purposes, detail the partners roles in the project, and include language that the partners will consider adopting the plan resulting from the project.

SALC strongly encourages submission of applications that demonstrate a commitment to meaningful, actionable collaboration with stakeholders from multiple organizations (e.g., neighboring counties, cities, tribes, local area formation commissions, agricultural organizations, land trusts, open space districts, community-based organizations with experience working with priority populations and historically underserved communities as well as community-based organizations that have trusted relationships with the agricultural community, socially disadvantaged farmers and ranchers, and others). While there is no minimum number of partners that can be included in a proposal, priority scoring will be given to those applicants that are able to demonstrate strong and diverse partnerships.

Allowable Costs and Match Funding

Planning Grants have a \$500,000 maximum grant award.

Planning grants will reimburse grantees and participating stakeholders for all project-related eligible direct costs, including staff salaries and other direct costs incurred during the grant performance period. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period, indirect/overhead costs, travel, food or beverages, and costs for CEQA document preparation are not eligible for reimbursement.

The application must include a minimum ten percent (10%) match funding except as noted below. Match funds may be provided directly by the applicant or from other funding sources (e.g., other grant funds, local government contributions, or donations). Applicants cannot utilize another Department-administered program funding as match toward the grant.

Planning projects where a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission, or tribal non-profit with 501(c)3 status is either the applicant or a co-applicant on the project will be prioritized for funding and may receive one hundred percent funding for eligible costs.

Projects that can demonstrate that they provide meaningful benefits to a priority population, as defined in these guidelines, may be eligible for 100% funding. Applicants interested in having their proposal considered for priority population benefits must complete the [Priority Population Benefits Table](#) and provide supporting documentation in their application.

Eligibility and Selection Criteria

The Eligibility and Selection Criteria focus on actionable policies and implementation mechanisms to conserve land locally-determined to be strategic and under threat of conversion to other land uses. Project readiness, stakeholder collaboration, and leverage of existing conservation efforts are all important considerations in the review process.

Applications must meet all the Eligibility Criteria to be considered for funding.

Below are the Eligibility and Selection Criteria upon which each proposal will be evaluated.

Eligibility Criteria

- The proposal is from an eligible applicant or authorized partner.
- The proposal is for a land use plan that is consistent with SALC's goals.
- The proposal contains clearly stated and reportable objectives, measures of progress, and deliverables.
- The proposal will avoid greenhouse gas emissions.
- The proposal supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a Regional Plan that includes policies and programs to reduce greenhouse gas emissions.
- The proposal demonstrates consistency with [California's Planning Priorities](#).

Ineligible applications will not be scored.

Applications that meet all the Eligibility Criteria will then be scored using the Selection Criteria and ranked based on their score. Applications will be awarded points for each Selection Criterion on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets SALC goals and objectives.

Selection Criteria

Total selection criteria points available out of 100.

- **Project Need** (35 points): The proposal documents the threat of agricultural land conversion and the need to develop a plan to address the threat, details how the proposed project will address the conversion risk, and addresses any potential barriers to implementation. Points will be awarded based on the specificity with which the proposal identifies the types of data that will be used to evaluate agricultural resources, the local policies and ordinances it seeks to align, and the methods that will be used to resolve compatibility issues between these policies and ordinances, if any.
- **Co-Benefits** (20 points): The proposal clearly documents economic, environmental, public health, cultural or other co-benefits.
- **Proposal Evidences Collaboration** (20 points): The proposal provides evidence of durable collaboration among stakeholders.
- **Planning Integration** (10 points): The project complements other efforts in the Project geographic area, including comprehensive planning efforts and agricultural land use policies. The proposal documents how the project will leverage other permanently protected lands to promote location and resource-efficient development.

- o **Equity Opportunities** (15 points): The proposal benefits a priority population or residents of priority populations; beginning or Veteran farmers and ranchers; or a Federally recognized or non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission and/or their members.

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, geographic distribution of funds, the urgency of the project, and the Strategic Growth Council's priorities. Alternate projects may be identified and recommended for approval by the Strategic Growth Council in the current round of funding if funding becomes available. The Strategic Growth Council may award grants that partially fulfill the applicant's request.

Application Review and Award Process

Applications for planning grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allows. Additional application cycles will be announced on the Department and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Applicants are encouraged to submit a pre-proposal to the Department for a preliminary review of the proposed project prior to submission of a full application. Pre-proposals are reviewed, and technical assistance is provided to facilitate the development of the application as needed. Pre-proposal forms are in Appendix H.

Application forms are available as Appendix I. Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and, if the Eligibility Criteria are met, the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, SALC staff will review applications and recommendations with DOC management and an advisory group that includes Strategic Growth Council staff. Final award recommendations will be approved by the Strategic Growth Council at a public meeting.

A summary of each proposal, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days

before the Strategic Growth Council makes project awards. The Strategic Growth Council determines final project awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision by the Department upon award following the meeting at which the awards are announced.

Application Requirements

This section provides additional information regarding the components of the Application.

Sustainable Agricultural Lands Conservation Planning Grants

(All components are required unless otherwise noted)

- Grant Application Cover Sheet
- Executive Summary
- Application Questions Responses
- Work Plan
- Budget
- Supporting Documents
- Priority Population Benefits Checklist and supporting documentation (only required if applying for priority population status)

Section 5: Post-Council Meeting and Grant Administration

This section of the Guidelines applies to all SALC projects.

Strategic Growth Council Approved Projects

All projects awarded by the Strategic Growth Council will only receive funding disbursements if the conditions of funding identified in these Guidelines and any additional conditions identified in the staff report, award letter, and grant agreement are satisfied. The State will not pay for projects that are not completed, although the state may reimburse costs incurred up to the point that the project withdraws, at the Strategic Growth Council's discretion. The Strategic Growth Council reserves the right to recover funds expended for projects that are not completed, at its sole discretion.

Overview of the Process After Grants Are Awarded

Steps in Executing the Grant Agreement

1. The Department notifies applicant of award, detailing additional conditions of funding, if any.
2. Department sends grant agreement and materials to grantee. Grant agreements are based on a standard template and have a standard duration of two to three years. Grant Agreements are attached as Appendices B Capacity Grant Agreement, F Easement Grant Agreement, G Fee Title Grant Agreement, J Planning Grant Agreement. With written justification from the applicant and at the discretion of the Strategic Growth Council's Executive Director, the duration of a grant agreement may be extended. The Executive Director will report any extensions granted to the Council.
3. Grantee must submit all supporting materials and a signed agreement within six (6) months of the Strategic Growth Council award or risk forfeiting the grant award.
4. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the grantee).

Steps Upon Signature of the Grant Agreement

1. Grantee commences work.
2. Grantee may submit invoices no more than monthly, beginning sixty (60) days after execution of the grant agreement. The State may withhold payment on the final invoice until final documents are received.
3. Grantee submits progress reports as required by the grant agreement. The Department submits project profiles to CARB for use in CARB's annual report to the Legislature. Profile may include a unique identifier, project and description, project geographic area, budget information, project dates, estimated GHG benefits and any co-benefits, and if applicable, data on priority population benefits.
4. Grantee submits a final report upon completion of the grant agreement in order to receive its final payment.
5. Interest holder submits post-project annual monitoring reports to the Department certifying that the conditions of the deed are being upheld.

Limited Waivers of Sovereign Immunity

Limited waivers of sovereign immunity are not required for capacity or planning grants paid on a reimbursement basis. For acquisition grants, limited waivers of sovereign immunity may be necessary to ensure the enforceability of agreements. The Department will consult with tribes as needed in the formation of grant agreements.

Funding and Accounting

Payment of Grant Funds

Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and the grantee. Only those eligible costs incurred during the grant term will be eligible for payment. All costs must be supported by invoices, purchase orders, canceled warrants/checks, or other approved documents. Additional justification of costs may be requested at the Department's discretion.

Organizational Considerations

Subcontractors and Purchasing

Grant recipients (grantees) may make use of their own staff and subcontractor(s). Grantees are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines,

processes, and project-specific approvals may be requested in the event of an audit by the State of California.

Workplace Certifications and Insurance

Pursuant to the requirements of [Government Code §8355](#), grantees must sign a certification that a drug-free workplace will be provided.

Governmental grantees will be required to show evidence of self-insurance. All other grantees must obtain and keep Worker's Compensation, commercial general liability, and automobile liability insurance policies compliant with specifications provided by the Department for the term of the Grant Agreement. The insurance specifications are included within the standard grant agreement template. These policies shall cover any acts or omissions of the grantee or its employees engaged in the provision of service specified in the grant agreement.

Grantees shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and are responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of Grant Agreement signature.

Loss of Funding (Not a complete list)

The following are examples of actions that may result in a grantee's loss of funding:

- Grantee fails to execute a Grant Agreement within 6 months of project award.
- Grantee withdraws from the grant program.
- Grantee fails to adhere to the conditions of funding specified in these Guidelines.
- Grantee fails to complete the funded work within two years of project award.
- Grantee fails to complete work in a manner that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee changes scope of work without approval of the Department.

Grantee changes the subcontractor or partner(s) identified in the work plan or application without approval from the Department.

APPENDIX A – Agricultural Conservation Capacity and Project Development Grant Application

Applying

This is the application form for Agricultural Conservation Capacity and Project Development (Capacity) Grants under the Round 9 Guidelines for the Sustainable Agricultural Lands Conservation Program (Guidelines). The Guidelines detail the background and eligibility requirements for funding. Applicants should familiarize themselves with the Round 9 Guidelines prior to completing this grant application and refer to them for questions regarding this form. SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying.

Grant Application Submission

Please use the [Grant Application Checklist](#) to ensure that all necessary materials are submitted. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State. Early consultation with SALC staff regarding proposed projects is strongly encouraged to achieve the most efficient review process possible. The application process and requirements for Capacity grants is detailed in Section 2 of the Guidelines. Applications must be submitted electronically by 11:59 p.m. on the deadlines specified in “At-a-Glance,” to be considered for funding.

Please submit the items below to the Department of Conservation via email to salcp@conservation.ca.gov.

Receipt of the digital application by the Department determines the official submittal date and time. SALC will acknowledge receipt of the digital application by email to the Contact Person listed on the Grant Application Cover Sheet.

Capacity and Project Development Grant Application Checklist

REQUIRED COMPONENTS

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

- Application Cover Sheet
- Executive Summary (1/2-page maximum)
- Narrative Questions
- Applicant Resolution of Support
- Work Plan
- Budget
- Documentation of Organizational Eligibility
- Project Boundary Maps, if applicable
- Priority Population Benefits Table (*if applying for priority population status*)
- Documentation of Organizational Capacity (*Tier 2 funding applications only*)
- Documentation of Fiscal Capacity (*Tier 2 funding applications only*)

Acquisition Grant Application Cover Sheet

Basic Information

Project Title: Click or tap here to enter text.

Location (County): Click or tap here to enter text.

State Assembly District: Click or tap here to enter text.

State Senate District: Click or tap here to enter text.

Project Activities: Click or tap here to enter text.

Priority Population Status: Y N [If yes, attach Priority Population Benefits Table]

Project Funding

Requested Funding Tier: Tier 1 Tier 2

A: SALC Request Amount: Click or tap here to enter text. [Maximum is \$100,000 for Tier 1 and \$250,000 for Tier 2]

B: Match Amount: Click or tap here to enter text.

Total Estimated Project Cost (A+B): Click or tap here to enter text.

Matching Funds Source: Click or tap here to enter text. [i.e., NRCS-ACEP, WCB-CAPP, etc.]

Does all or a portion of the match come from another CCI Program?: Y N
If yes, List: Click or tap here to enter text.

Applicant Information

Applicant: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Has the applicant received capacity funding from the Department of Conservation previously?: Y N

If yes, when?: Click or tap here to enter text.

Executive Summary

This section (**1/2-page** maximum), will provide a brief overview of:

- A brief description of the proposed work
- How funding will meet an organizational need
- If applicable, any participating collaborators or partners and what role they will play

- Any critical deadlines.

Narrative Questions

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

1. Describe the proposed project. How will the funding be used to do one or more of the following:
 - a. build organizational and financial capacity to develop agricultural conservation acquisition projects?
 - b. develop agricultural conservation easement and fee acquisition projects in preparation for submitting such projects for acquisition funding in future rounds?
 - c. cover associated costs to help close agricultural conservation acquisition projects where the cost of the acquisition is covered by an alternate source of funding?
2. How will the funding increase the applicant's capacity to initiate and conduct agricultural land conservation activities?
3. Describe how the project meets one or more of the following program goals:
 - a. contributes to carbon neutrality
 - b. supports sustainable land management
 - c. supports coordinated land use planning
 - d. builds climate resilience
 - e. reduces risk from extreme climate events
 - f. contributes to the State's effort to combat climate change
 - g. safeguards the State's economic sustainability and food security
 - h. protects biodiversity
4. Describe how the project will advance equity and opportunity by [providing meaningful benefits to a priority population](#) or increasing new or Veteran farmer or rancher access or tribal access to State funding for agricultural conservation acquisitions. Provide a completed copy of the linked Priority Population Benefits Table for Technical Assistance and Capacity Building and relevant supplemental documentation to support your claim.
5. How will the project's outcomes be implemented and made durable beyond the life of the grant? Over what period will outcomes remain effective?

Tier 1 Applicants only

6. Describe your organization's experience developing and implementing similar projects. Describe any internal resources and capacity available to complete the proposed work, including any professional staff qualified to develop and successfully implement the proposed project. If your organization lacks the resources or capacity to complete the proposed project, describe your plan to acquire the expertise necessary to complete the proposed work.

Tier 2 Applicants only

7. Describe your organization's board and/or management structure and explain how this structure provides oversight over staff work.
8. Describe your organization's ability to track the following:
 - a. projects and the expenditure of grant funds (e.g., grant management software, spreadsheets, financial tracking systems, geographic information systems, etc.)?
 - b. staff time, including the ability to generate reports that break time down by grant and person?
 - c. project financials in a way that allows for efficient and accurate invoice submission?
9. Does your organization have professional staff within its employ who have the knowledge and expertise to successfully develop conservation acquisition projects? If so, provide a brief overview of relevant staff's knowledge and expertise.
10. Describe your organization's experience developing and implementing similar projects.

Applicant Resolution of Support

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

The resolution must:

- Authorize the submittal of the grant application for a Sustainable Agricultural Lands Conservation Program agricultural conservation capacity grant.
- Certify that the Applicant understands the assurances and certification in the application,

- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, payment requests, and so on if the project is awarded funding.

Work Plan

Applicants must provide a detailed work plan that specifies the tasks, subtasks, and performance measures that will be performed during the grant term. A separate work plan should be provided for each project type proposed within this application.

The work plan will also include a schedule of target completion dates, cost estimates, and a list of deliverables to be provided as proof of project completion. The schedule should be of sufficient detail to allow assessment of the progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement. Add or delete Tasks as necessary following the format below.

Task 1: [Task Name]

Subtask A: Click or tap here to enter text.

Subtask B: Click or tap here to enter text.

Subtask C: Click or tap here to enter text.

Deliverables: Click or tap here to enter text.

Timeline: Click or tap here to enter text. [start and end month/year]

Total Requested: Click or tap here to enter text.

Task 2: [Task Name]

Subtask A: Click or tap here to enter text.

Subtask B: Click or tap here to enter text.

Subtask C: Click or tap here to enter text.

Deliverables: Click or tap here to enter text.

Timeline: Click or tap here to enter text. [start and end month/year]

Total Requested: Click or tap here to enter text.

Task 3: [Task Name]

Subtask A: Click or tap here to enter text.

Subtask B: Click or tap here to enter text.

Subtask C: Click or tap here to enter text.

Deliverables: Click or tap here to enter text.

Timeline: Click or tap here to enter text. [start and end month/year]

Total Requested: Click or tap here to enter text.

Other Expenses:

Education: Click or tap here to enter text.

Total Requested: Click or tap here to enter text.

Training: Click or tap here to enter text.

Total Requested: Click or tap here to enter text.

Travel: Click or tap here to enter text.

Total Requested: Click or tap here to enter text.

Indirect Costs: Click or tap here to enter text.

Total Requested: Click or tap here to enter text.

Budget

Applicants must provide a budget broken down by cost type and by task. Cost estimates should be consistent with the work plan. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement. To use the incorporated budget, double click the chart and enter data in the pop up excel sheet. The data will save automatically in the chart shown in this application.

Attachment 4: Budget Detail Worksheet					
Grantee Name:		Grant #: TBD			
Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimbursement		
			Request	Grantee Match	Grand Total
Task 1 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 2 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 3 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 4 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Other Expenses					
Education / Training		not to exceed	\$ -	\$ -	\$ -
Mileage		not to exceed	\$ -	\$ -	\$ -
Indirect Costs (not to exceed 20% of grant)		not to exceed	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Grand Total			\$ -	\$ -	\$ -
TABLE 2: RATES DETAIL					
Title	Rate (\$/hour)	Notes			
Staff Rates		**Hours will vary by position. Amount for reimbursement not to exceed amount stipulated and allocated by workplan phases.			
[Position Title]	\$0.00				
[Position Title]	\$0.00				
[Position Title]	\$0.00				
Consultant		*Total amount not to exceed <u>grant</u> which is listed in this budget component of the grant agreement.			

Documentation of Organizational Eligibility

Non-profit applicants and proposed interest holders must submit the following documentation:

- Internal Revenue Service 501(c)3 status as a charitable non-profit;
- Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,
- Adopted policy that details the organization’s goals and purposes, including the organization’s commitment to conservation of agriculture, rangeland, farmland, or tribal cultural resources.

Governmental applicants and proposed interest holders should submit a copy of the relevant statute or other policy outlining their purpose and authority regarding the conservation of agricultural land.

Applicants and proposed interest holders that have submitted documentation of organizational eligibility through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves.

Documentation of Organizational Eligibility

I certify here that the most current versions of the documents below are on record at the Department or attached:

Click or tap here to enter text.

[Print Name, Title]

Click or tap here to enter text.

Date

- IRS 501(c)3 status
- Articles of Incorporation
- Bylaws
- Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland *(if different from above)*
- Copy of relevant statute *(governmental applicants only)*

Project Boundary Maps *(if applicable)*

Applicants must submit legible pdf maps of project boundaries, or general areas for projects they intend to develop using this funding, if applicable.

Priority Population (AB 1550) Benefits Table

Applicants interested in being considered for priority population status must complete the Priority Population Benefits Table for Technical Assistance and Capacity Building. This information will be used to help the grantee determine whether the project meets an important community or household need and provides direct, meaningful, and assured benefits to a priority population, should the project be funded.

Documentation of Organizational Capacity (*Tier 2 applicants only*)

Tier 2 applicants and proposed interest holders must provide proof of organizational capacity to acquire and steward conservation acquisitions for their agricultural conservation values as part of their application. Applicants may meet this requirement by:

- Providing proof of LTAC accreditation; or,
- Providing copies of the following documents, as relevant:
 - Conflict of Interest Policy
 - Easement Amendment Policy
 - Monitoring Policy
 - Stewardship Endowment Policy
 - Easement Enforcement Policy

Applicants and proposed interest holders that have submitted documentation of organizational capacity through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves.

Documentation of Organizational Capacity

I certify here that the most current versions of the documents below are on record at the Department or attached:

Click or tap here to enter text.

[Print Name, Title]

Click or tap here to enter text.

Date

- Proof of Land Trust Accreditation Commission Accreditation **OR**

Copies of all policies listed below:

- Easement Amendment Policy

- Monitoring Policy
- Conflict of Interest Policy
- Easement Enforcement Policy
- Stewardship Endowment Policy

Documentation of Fiscal Capacity (*Tier 2 applicants only*)

Tier 2 applicants must attach the following to demonstrate fiscal capacity to administer a grant:

- A copy of the current annual organizational budget.
- A copy of the most recent financial audit (if an audit is not available, a copy of the organization's recent financial statements).

The Department will consult with tribal applicants to identify the most appropriate means for the individual Federally recognized or non-federally recognized California Native American tribe to demonstrate eligibility.

APPENDIX B – Capacity and Project Development Grant Agreement

[Grant agreement starts on next page]

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)		GRANT AGREEMENT NUMBER: [REDACTED]
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and [REDACTED] ("Grantee")		FISCAL NUMBER: [REDACTED]
2. The Grant Agreement Term is:	From [REDACTED] through [REDACTED] (Or upon execution of this Grant Agreement by both parties, whichever is later)	
3. The maximum amount of this Grant Agreement is:	\$ [REDACTED]	
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:		
Exhibit A, Scope of Work		Page(s)
Attachment 1: Authorized Signatory Form		Page(s)
Attachment 2: Work Plan		Page(s)
Attachment 3: Final Report		Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
Attachment 4: Budget Detail Worksheet		Page(s)
Attachment 5: Invoice		Page(s)
Attachment 6: Invoice Dispute Notification Template		Page(s)
Exhibit C, General Terms and Conditions		Page(s)
Exhibit D, Special Terms and Conditions		Page(s)
Exhibit E, Award Letter		Page(s)
Exhibit F, Guidelines		Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.		
GRANTEE		
GRANTEE'S NAME [REDACTED]		
BY (Authorized Signature) [REDACTED]	DATE SIGNED [REDACTED]	
PRINTED NAME AND TITLE OF PERSON SIGNING [REDACTED]		
ADDRESS [REDACTED]		
STATE OF CALIFORNIA		
Agency Name: Department of Conservation [REDACTED]		
BY (Authorized Signature) [REDACTED]	DATE SIGNED [REDACTED]	
PRINTED NAME AND TITLE OF PERSON SIGNING [REDACTED]		
ADDRESS [REDACTED]		

Exhibit A, Scope of Work

Agricultural Conservation Capacity and Project Development Grants

CARB encourages programs that utilize California Climate Investments dollars to provide program-specific technical assistance to potential applicants in order to assist them in developing projects and preparing and submitting applications. Additional investments are needed to help stakeholders develop and complete projects at the pace and scale required to meet the State's goal of conserving thirty percent of California's land by 2030.

The Project is Defined by the Application and Award Letter

The Department released the final [name of guidelines] on [Date] (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and the Department awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Agreement.

Authorized Signers

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

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

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

Project Representatives

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

Department

Name:

Title: Grant Manager*

Phone Number:

Email:

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

Grantee

Name:

Title:

Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

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

Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 4), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice (Attachment 5) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).

- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

Document Submission

A. Electronic Mail

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

B. Mail Service/Courier Service

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

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
715 P Street, MS 1904, Sacramento
Sacramento, CA 95814

Reporting Requirements

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

- A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Exhibit D, Section 5.
- B. Use the Final Report Template, which is attached as Attachment 3.

- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).
- D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

Attachment 1: Authorized Signatory Form

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

Grantee Authorized Signatory:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____

Signature: _____ **Date:** _____

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

2. **Name:** _____ **Title:** _____

Signature: _____ **Date:** _____

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

Attachment 2: Work Plan

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

Attachment 3: Final Report

Grantee Name:

Date Submitted:

Grant Number:

Project Name:

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Attach any relevant documents to this report. If the documents cannot be sent electronically, notify the Grant Manager.

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

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

Name: Click or tap here to enter text.
(Type or Print Name)

Title: Click or tap here to enter text.

Signature: Click or tap here to enter text. **Date:** Click or tap here to enter text.

Exhibit B, Budget Detail and Payment Provisions

Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see Exhibit B, Section 5.

How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager for work performed.
- C. A request for payment shall consist of:
 - i. The Invoice (Attachment 5) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 4).
 - iii. Supporting documentation for reimbursement of funds.
- D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the

Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).

- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

Travel Reimbursement

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

- A. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in the Guidelines (Exhibit F).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms,

expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 4) and are tied to tasks and deliverables in the Work Plan (Attachment 2).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

Budget Modifications

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

Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
 - a. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
 - b. Changes to project representatives, see Exhibit A, Section 4.
 - c. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see Exhibit B, Section 7.
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:

- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4: Budget Detail Worksheet

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

Attachment 5: Invoice

Date:

California Department of Conservation
 Division of Land Resource Protection
 Attn: [grant manager]
 715 P Street, MS #1904
 Sacramento, CA 95814

Grant Number: _____ Invoice # _____
 Invoice Period: _____
 Total Invoice Amount: _____

Remit to: [Grantee name]
 [Grantee mailing address]

Cost Category	Task #1	Task #2	Task #3	Task #4	Other Expenses	Total
<i>Consultant</i>						
<i>Staff</i>						
<i>Other Expenses</i>						
<i>Indirect Costs</i>						
Current Total						
Cumulative Total						
Allocated Total						

Work Plan Task #	Description of Work Completed
1	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>
2	
3	
4	

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed
1			
2			
3			
4			

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

Print Name: Click or tap here to enter text.

Print Title: Click or tap here to enter text.

Signature:

Date: Click or tap here to enter text.

Attachment 6: Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source |
| <input type="checkbox"/> Other not listed above: | |

Comments:

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

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

Approval

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

Amendment

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

Assignment

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

Records Retention

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

Audit

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

management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

Indemnification

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

Disputes

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

Independent Grantee

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

Non-Discrimination Clause

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

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

Timeliness

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

Governing Law

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

Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Attachment 4), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

No Third-Party Beneficiaries

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

Project Monitoring and Oversight

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

Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 6) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

- The Grant Agreement number
- A complete description of the basis for the dispute
- Legal authority or pertinent facts, supporting arguments and documentation
- Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
715 P Street, MS 1904
Sacramento, CA 95814

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

Termination

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

Waiver of Rights

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

- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

Stop Work

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

Publicity

Grantee agrees that it will acknowledge the support of the California Strategic Growth Council, California Climate Investments, and Department of Conservation whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

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

"Funds for [Project name or type] were made available through the California Strategic Growth Council's Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."

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

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the

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

should be tagged on all posts related to activities under this Grant Agreement.

Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:

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

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

Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX C - Acquisition Grant Pre-Proposal

Submittal Requirements

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for SALC acquisition funding. Grant applications are due September 08, 2023 and will not be accepted unless a pre-proposal worksheet was received for the project by the June 16, 2023 deadline.

Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Pre-proposals will be reviewed to determine project eligibility, and technical assistance provided to facilitate the development of competitive grant applications. Applicants will be notified regarding their project's eligibility following the pre-proposal review.

Projects deemed eligible, or eligible with conditions, may be submitted as applications for further evaluation and scoring. In cases where reviewers have questions regarding eligibility or title concerns, applicants will be given the opportunity to respond to those concerns prior to an eligibility determination. For projects deemed eligible with conditions, applicants must provide substantive responses to the conditions identified in the pre-proposal feedback in their application in order for their application to be considered for funding.

Please submit the items below to the Department of Conservation via email to salcp@conservation.ca.gov.

Agricultural Conservation Acquisition Pre-proposal Checklist

(All components are required unless otherwise noted)

- Acquisition Summary Sheet
- Documentation of Organizational Eligibility
- Documentation of Organizational Capacity
- Applicant-Landowner Letter of Intent
- Narrative Questions
- Preliminary Title Report, Underlying Documents, Assessor's Parcel Maps
- Project Boundary Map
- Building Envelope(s) Map and Excluded Area(s) Map
- Associated Costs Budget Table *(only required if applying for more than \$60,000)*

- Priority Population Benefits Table and supporting documentation
(only required if applying for priority population status)

Acquisition Summary Sheet

Basic Information

Project Title: Click or tap here to enter text.

Location (County and Nearest City): Click or tap here to enter text.

Distance to nearest city or census designated place: Click or tap here to enter text.

Real property interest to be acquired: Easement Fee

Located within a [priority population](#): Y N [Census tract number]

Priority Population Status: Y N [If yes, attach Priority Population Benefits Table]

Was this project developed by a capacity grant administered by the Department of Conservation?: Y N

If yes, which program: Prop 68 SALC

If yes, when?: Click or tap here to enter text.

Was this project developed with assistance from a SALC Technical Assistance Provider?: Y N

If yes, provide details: Click or tap here to enter text.

Project Funding

A: SALC Acquisition Request Amount: Click or tap here to enter text.

B: SALC Associated Costs Request: Click or tap here to enter text. [Up to \$60,000]

C: SALC Management Plan or Carbon Farm Plan Request: Click or tap here to enter text. [Up to \$10,000]

D: SALC Total Grant Request (A+B+C): Click or tap here to enter text.

Match Amount (toward easement value only): Click or tap here to enter text.

Matching Funds Source: Click or tap here to enter text. [i.e., NRCS-ACEP, WCB-CAPP, etc.]

Status of Match: Click or tap here to enter text.

Does all or a portion of the match come from another CCI program?: Y N

If yes, List: Click or tap here to enter text.

Estimated Easement Fair Market Value: Click or tap here to enter text.

Estimated Fee Title Fair Market Value (Fee acquisitions only): Click or tap here to enter text.

Applicant Information

Applicant: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Co-Applicant/Intended Interest Holder Information (complete if applicable)

Name: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Nonprofit applicants that intend to be the holder of the real property interest to be acquired must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Parcel Information

Project APN(s): Click or tap here to enter text.

Current Zoning / Minimum Parcel Size: Click or tap here to enter text.

Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.): Click or tap here to enter text.

Proposed number of easements: Click or tap here to enter text.

Restrictions on Agricultural Use?: Y N

Project Acreage

Total Project Acreage (Assessor's Acreage): Click or tap here to enter text.

Irrigated Acres: Click or tap here to enter text.

Non-irrigated / Grazing Acres: Click or tap here to enter text.

Nonagricultural Acres: Click or tap here to enter text.

Sale and Subdivision

Would proposed acquisition prohibit further subdivision of existing legal parcels?:

Y N

If yes, Explain: Click or tap here to enter text.

Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in the project area?: Y N

If yes, Explain: Click or tap here to enter text.

Water and Mineral Rights

Water Rights and Source(s): Click or tap here to enter text.

Third party mineral rights holder(s)?: Y N

Explanation: Click or tap here to enter text.

Severed mineral rights?: **Y** **N**

Explanation: Click or tap here to enter text.

Evidence of past mining?: **Y** **N**

Explanation: Click or tap here to enter text.

Existing and Reserved Single-family Residences

Number of single family (**SF**) **residences** currently on the property: Click or tap here to enter text.

Approximate size of each **SF residence** (square footage of living area): Click or tap here to enter text.

Number of additional **SF residences** to be reserved in easement (if any): Click or tap here to enter text.

Size restriction (sq. ft), if any, on reserved and/or existing **SF residences**: Click or tap here to enter text.

Existing Farm Labor Residences

Number of farm labor residential structures/units currently on property: Click or tap here to enter text.

Approximate size of each farm labor residence (square footage of living area): Click or tap here to enter text.

Building Envelopes

Existing Building Envelopes on the property?

Number: Click or tap here to enter text.

Approximate Acres (each): Click or tap here to enter text.

Additional Building Envelope(s) to be reserved (e.g., residential, ag. Employee, agricultural infrastructure)?

Number: Click or tap here to enter text.

Approximate Acres (each): Click or tap here to enter text.

If the location(s) of the additional Building Envelopes have not been identified, will the deed language establish a process for the identifications of the future building envelope(s)? **Y** **N**

Additional Information

Other Reserved Rights (e.g., oil and gas site, solar, communication towers)

Please list: Click or tap here to enter text.

Any critical deadlines?: **Y** **N**

If yes, please describe: Click or tap here to enter text.

Eligibility and Organizational Capacity Documentation

Organizational Eligibility

Non-profit applicants and proposed interest holders must submit the following documentation:

- Internal Revenue Service 501(c)3 status as a charitable non-profit;
- Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,
- Adopted policy that details the organization's goals and purposes, including the organization's commitment to conservation of agriculture, rangeland, farmland, or tribal cultural resources.

Governmental applicants and proposed interest holders should submit a copy of the relevant statute or other policy outlining their purpose and authority regarding the conservation of agricultural land.

Applicants and proposed interest holders that have submitted documentation of organizational eligibility through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves (see next page).

Organizational Capacity

Applicants and proposed interest holders must provide proof of organizational capacity to acquire and steward conservation acquisitions for their agricultural conservation values as part of their pre-proposal. Applicants may meet this requirement by:

- Providing proof of LTAC accreditation; or,
- Providing copies of the following documents, as relevant:
 - Conflict of Interest Policy
 - Easement Amendment Policy
 - Monitoring Policy
 - Stewardship Endowment Policy
 - Easement Enforcement Policy

Applicants and proposed interest holders that have submitted documentation of organizational capacity through a previous application may certify that the

most current versions of these documents are on file with the Department in lieu of submitting the documents themselves (see next page).

Applicant Certifications

Please certify that the most current versions of the applicant’s eligibility and organizational capacity documents are on file with the Department, or attach the most current versions here.

Documentation of Organizational Eligibility

I certify here that the most current versions of the documents below are on record at the Department or attached:

Click or tap here to enter text.

[Print Name, Title]

Click or tap here to enter text.

Date

- IRS 501(c)3 status
- Articles of Incorporation
- Bylaws
- Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland (*if different from above*)
- Copy of relevant statute (*governmental applicants only*)

Documentation of Organizational Capacity

I certify here that the most current versions of the documents below are on record at the Department or attached:

Click or tap here to enter text.

[Print Name, Title]

Click or tap here to enter text.

Date

- Proof of Land Trust Accreditation Commission Accreditation **OR**

Copies of all policies listed below:

- Easement Amendment Policy
- Monitoring Policy
- Conflict of Interest Policy
- Easement Enforcement Policy
- Stewardship Endowment Policy

Interest Holder Certifications

This section is only applicable when the applicant is not the intended holder of the real property interest.

Please certify that the most current versions of the interest holder's eligibility and organizational capacity documents are on file with the Department, or attach the most current versions here.

Documentation of Organizational Eligibility

I certify here that the most current versions of the documents below are on record at the Department or attached:

Click or tap here to enter text.
[Print Name, Title]

Click or tap here to enter text.
Date

- IRS 501(c)3 status
- Articles of Incorporation
- Bylaws
- Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland *(if different from above)*
- Copy of relevant statute *(governmental applicants only)*

Documentation of Organizational Capacity

I certify here that the most current versions of the documents below are on record at the Department or attached:

Click or tap here to enter text.
[Print Name, Title]

Click or tap here to enter text.
Date

- Proof of Land Trust Accreditation Commission Accreditation **OR**

Copies of all policies listed below:

- Easement Amendment Policy
- Monitoring Policy
- Conflict of Interest Policy
- Easement Enforcement Policy
- Stewardship Endowment Policy

Applicant-Landowner Letter of Intent

The applicant must provide a letter from the landowner(s) stating the landowner's intent to work with the applicant to conserve the property via sale of an easement. All landowners listed on title must sign the letter of intent. This letter must address the following items:

1. Landowner's pursuit of sale of the easement or fee, as applicable, is voluntary;
2. Use of the property will be restricted to agricultural and compatible conservation uses in perpetuity;
3. *(For easement acquisitions only)*: The landowner is aware of the estimated acquisition value provided to SALC as the basis for this funding request and understands that the final easement value used to establish SALC's contribution to the purchase price of the easement may change upon completion of a full appraisal of the property; and
4. No government agency has conditioned the issuance of an entitlement to use on the proposed acquisition.

For projects where the land proposed to be conserved under easement includes some forest lands, the letter must also indicate that the landowner agrees to the conditions outlined in Public Resources Code 4751-4752.

The applicant may provide an option agreement in lieu of a letter of intent if the option agreement includes the above information.

Sample documents are posted on the Department website.

Narrative Questions

Please answer the following questions. Please limit responses to **five pages or less**.

1. Provide a brief description of the project, including the current agricultural use of the property.
 - a. Describe current agricultural uses.
 - b. If not currently in agricultural use, provide a plan (including timeline) for how agricultural uses will be implemented and sustained on the property and describe what parts of the plan the landowner has implemented.
2. If the applicant intends to restrict agricultural intensification on the property, describe the restrictions and discuss:
 - a. how those restrictions are consistent with the property's continuing agricultural use, and
 - b. whether the restrictions would substantially impair agricultural use on the property.
3. Is the proposed acquisition part of a local government's condition placed upon the issuance of an entitlement for use of a specific property? If yes, please describe.
4. Does the property have any known agricultural constraints (e.g., due to soil or water contamination)? If so, please describe.
5. Will protection of the property support infill and compact development? If so, how?
6. Describe how the proposal will support the implementation of an adopted or draft sustainable communities strategy or, if a sustainable communities strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.
7. Describe the market, infrastructure, and agricultural support services around the property. If the project is exempt from this criterion, please note "Exempt."

8. Is the parcel proposed for conservation expected to continue to be used for, and is it large enough to sustain, commercial agricultural production? If the project is exempt from this criterion, please note "Exempt."
9. Describe how the project will achieve a reduction in GHG emissions.
10. Is the property under pressure of being converted to non-agricultural uses? If so, how?
11. Provide a brief discussion of how the project meets one or more of the program goals. (1/2 page max)
12. If the proposal is for fee title acquisition, describe how the property be utilized for agricultural use. What is the plan to lease or sell the property? Will this occur as part of the project and if not, what is the anticipated time frame?

Provide any other comments, potential concerns, etc.

Title

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. A preliminary title report that is less than twelve (12) months old and a plan to address each title issue must be submitted with the pre-proposal.

The title report should be submitted as a separate file from the pre-proposal and should be accompanied by all relevant underlying documents, associated assessor's parcel maps, and a plotted easements map. Underlying documents should be submitted as hyperlinks in the preliminary title report unless extenuating circumstances exist.

In the space below, list any exceptions that may pose a cloud on title. For each exception noted, describe what steps will be taken to resolve the issue, including a timeline for resolution. If no potential clouds on title are identified in the Preliminary Title Report, write N/A.

Examples of exceptions that are not typically a concern are easements or encumbrances for utilities, roads, or neighbor rights-of-way. Examples of exceptions that require explanation are deeds of trust, third party mineral interests, existing conservation easements, or possible interests in the fee held by third parties.

Project Boundary Map

Applicants must submit a legible pdf map of the project boundary and APNs with their pre-proposal.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

Map of Building Envelope and any Excluded Areas

If building envelope(s) is/are to be designated within the project area, applicants must submit a map depicting the location and size/dimensions of existing and/or proposed envelope(s). Building envelopes must be designated around existing residences.

Similarly, if certain areas of the property are to be excluded from the acquisition, applicants should identify the location and, if possible, approximate acreage of such proposed exclusions on the map

APPENDIX D - Acquisition Grant Application

Applying

This is the application form for Agricultural Conservation Acquisition (Acquisition) Grants under the Round 8 Guidelines for the Sustainable Agricultural Lands Conservation Program (Guidelines). The Guidelines detail the background and eligibility requirements for funding. Applicants should familiarize themselves with the Round 9 Guidelines prior to completing this grant application and refer to them for questions regarding this form. SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying.

Initial Screening – Pre-proposals

Applicants are required to submit a pre-proposal to the Department prior to applying. Please refer to the Pre-Proposals section of the Guidelines for additional information.

Grant Application Submission

Please use the Grant Application Checklist to ensure that all necessary materials are submitted. Incomplete or Not Ready applications may not be evaluated or considered for funding at the sole discretion of the State. Early consultation with SALC staff regarding proposed projects is strongly encouraged to achieve the most efficient review process possible.

The application process and requirements for Acquisition grants is detailed in Section 3 of the Guidelines. Pre-proposals and applications must be submitted electronically by 11:59 p.m. on the deadlines specified in "At-a-Glance," to be considered for funding.

Please submit the items below to the Department of Conservation via email to salcp@conservation.ca.gov.

Receipt of the digital application by the Department determines the official submittal date and time. SALC will acknowledge receipt of the digital application by email to the Contact Person listed on the Grant Application Cover Sheet.

Acquisition Grant Application Checklist

Required Components

All grant applications must include the following:

- Application Cover Sheet
- Executive Summary (1-page maximum)
- Acquisition Summary Sheet
- Narrative Questions
- Applicant Resolution of Support
- Letter to Planning Director
- Letter from Groundwater Water Sustainability Agency (*only required for projects in critically over-drafted basins with an approved Groundwater Sustainability Plan*)
- Updated Preliminary Title Report, Underlying Documents, Assessor's Parcel Maps (*if requested*)
- Appraisal or Support for Estimated Easement Value
- Revised Project Boundary Map (*if requested*)
- Revised Building Envelope(s) Map and Excluded Area(s) Map (*if requested*)
- Associated Costs Budget Table (*only required if applying for more than \$60,000*)

Additional Components

Applicants may submit the following as relevant to their application:

- Proposed Interest Holder Resolution of Support (*if relevant*)
- Priority Population Benefits Checklist (*required if providing a priority population benefit*)
- Maps that show property characteristics relevant to the project

Acquisition Grant Application Cover Sheet

Basic Information

Project Title: Click or tap here to enter text.

Location (County and Nearest City): Click or tap here to enter text.

Distance to nearest city or census designated place: Click or tap here to enter text.

Real property interest to be acquired: Easement Fee

Number of Easements: Click or tap here to enter text.

Located within a [priority population](#): Y N [*Census tract number*]

Priority Population Status: Y N [*If yes, attach Priority Population Benefits Table*]

Project Funding

A: SALC Acquisition Request Amount: Click or tap here to enter text.

B: SALC Associated Costs Request: Click or tap here to enter text. [*Up to \$60,000*]

C: SALC Management Plan or Carbon Farm Plan Request: Click or tap here to enter text. [*Up to \$10,000*]

D: SALC Total Grant Request (A+B+C): Click or tap here to enter text.

Match Amount (*toward easement value only*): Click or tap here to enter text.

Matching Funds Source: Click or tap here to enter text. [*i.e., NRCS-ACEP, WCB-CAPP, etc.*]

Status of Match: Click or tap here to enter text.

Does all or a portion of the match come from another CCI program?: Y N

If yes, List: Click or tap here to enter text.

Estimated Easement Fair Market Value: Click or tap here to enter text.

Estimated Fee Title Fair Market Value (*Fee acquisitions only*): Click or tap here to enter text.

Applicant Information

Applicant: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Co-Applicant/Intended Interest Holder Information (*complete if applicable*)

Name: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Executive Summary

This section (**one (1) page** maximum) should:

- o Provide a brief but thorough description of the proposed project and its scope (project type; agricultural use; farmland quality; location; size; whether landowner or lessee-operated; if lessee-operated, the length of the lease; etc),
- o Clearly respond to all concerns identified by SALC staff during the pre-proposal review (if any),
- o Provide a brief summary of how the project meets the programs goals, and
- o Identify whether the landowner must meet any critical deadlines for concluding the transaction.

Acquisition Summary Sheet

All fields in this section must be filled out for the application to be considered complete.

General Information

Project Title: Click or tap here to enter text.

Landowner Name(s) / Ownership Structure: Click or tap here to enter text.

Street Address of Property (or nearest cross streets): Click or tap here to enter text.

Project APN(s): Click or tap here to enter text.

Project Acreage

Total Project Acreage (Assessor's Acreage): Click or tap here to enter text.

Prime Farmland Acres: Click or tap here to enter text.

Farmland of Statewide Importance: Click or tap here to enter text.

Irrigated Acres: Click or tap here to enter text.

Non-irrigated / Grazing Acres: Click or tap here to enter text.

Non Agricultural Acres: Click or tap here to enter text.

Landowner/Lessee Demographics

Items in the demographics section should be completed for the landowner or lessee who farms or ranches the property. For properties farmed or ranched by the landowner but where ownership of the property is held by more than one individual or by a company or trust, complete this section for the individual(s) who manage(s) the day-to-day operations of the farm/ranch. Information on gender, race, and ethnicity is for informational purposes only and will not be considered in project selection.

The property is farmed/ranched by:

- Landowner
- Lessee
- Both

The person who farms/ranches the property lives in:

- A [disadvantaged community](#)
Census tract number: Click or tap here to enter text.
- A [low-income household](#) (refer to Health and Safety Code section 39713(d)(1))
Annual Household Adjusted Gross Income (Applicants may be asked to provide proof of landowner/lessee income, including tax return information, for verification upon request: Click or tap here to enter text.
- A [low-income community](#) (refer to Health and Safety Code section 39713(d)(2))
Census tract number: Click or tap here to enter text.
- None of the above

The person who farms/ranches the property is:

- A beginning farmer
- A Veteran
- None of the above

The gender of the person who farms/ranches the property is:

- Female
- Male
- Non-binary
- Do not wish to identify/does not apply

The race/ethnicity of the person who farms/ranches the property is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Native Hawaiian |
| <input type="checkbox"/> Alaskan Native | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> White |

Other _____

Do not wish to identify/does not apply

Sale and Subdivision

Would proposed acquisition prohibit further subdivision of existing legal parcels?:

Y N

If yes, Explain: Click or tap here to enter text.

Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in the project area?: Y N

If yes, Explain: Click or tap here to enter text.

Water and Mineral Rights

Water Rights and Source(s): Click or tap here to enter text.

Third party mineral rights holder(s)?: Y N

Explanation: Click or tap here to enter text.

Severed mineral rights?: Y N

Explanation: Click or tap here to enter text.

Evidence of past mining?: Y N

Explanation: Click or tap here to enter text.

Existing and Reserved Single-family Residences

Number of single family (**SF**) residences currently on the property: Click or tap here to enter text.

Approximate size of each **SF residence** (square footage of living area): Click or tap here to enter text.

Number of additional **SF residences** to be reserved in easement (if any): Click or tap here to enter text.

Size restriction (sq. ft), if any, on reserved and/or existing **SF residences**: Click or tap here to enter text.

Existing Farm Labor Residences

Number of farm labor residential structures/units currently on property: Click or tap here to enter text.

Approximate size of each farm labor residence (square footage of living area): Click or tap here to enter text.

Building Envelopes

Existing Building Envelopes on the property?

Number: Click or tap here to enter text.

Approximate Acres (each): Click or tap here to enter text.

Additional Building Envelope(s) to be reserved (e.g., residential, ag. Employee, agricultural infrastructure)?

Number: Click or tap here to enter text.

Approximate Acres (each): [Click or tap here to enter text.](#)

If the location(s) of the additional Building Envelopes have not been identified, will the deed language establish a process for the identifications of the future building envelope(s)? **Y** **N**

Additional Information

Other Reserved Rights (e.g., oil and gas site, solar, communication towers)

Please list: [Click or tap here to enter text.](#)

Any critical deadlines?: **Y** **N**

If yes, please describe: [Click or tap here to enter text.](#)

Narrative Questions

This section should be used to explain attributes of the proposed acquisition that are relevant to the goals of SALC. **Refer to pages -31-33 of the Guidelines for additional information.** This section should not exceed six (6) pages. Please answer the following questions, maintaining the format below.

1. Describe how the proposed project will support long term, economically viable, commercial agricultural production, including whether the property has adequate water availability and water quality for agricultural purposes. For projects where the easement is to conserve tribal cultural resources, describe how the project supports sustainable management of cultural resources of historical importance to the tribe.
 - a. Describe current agricultural uses.
 - b. If not currently in agricultural use, provide a plan (including timeline) for how agricultural uses will be implemented and sustained on the property, and describe what parts of the plan the landowner has implemented.
2. Describe how the project will support infill and compact development and is likely to be converted to non-agricultural uses in the near future.
3. Describe how the project meets one or more of the following program goals:
 - a. contributes to carbon neutrality
 - b. supports sustainable land management
 - c. supports coordinated land use planning
 - d. builds climate resilience
 - e. reduces risk from extreme climate events
 - f. contributes to the State's effort to combat climate change
 - g. safeguards the State's economic sustainability and food security
 - h. protects biodiversity
4. Describe how the acquisition will advance equity and opportunity in one or more of the following ways:
 - a. Provides meaningful benefits to a priority population as identified using California Air Resources Board's [Priority Population Benefits Table for Land Conservation](#).

- b. Is led by or supports California Native American tribe's ownership of, co-management of, and access to natural lands and Indigenous cultural resources on the property.
 - c. Provides secure land tenure for farming or ranching on the property to a beginning or veteran farmer or rancher, or a farmer or rancher who lives in a priority population.
5. Describe how the acquisition provides co-benefits beyond the program goals, including environmental, economic, public health, or other co-benefits.
6. If the proposal is for fee title acquisition, how will the property be utilized for agricultural use? Do you plan to lease or sell the property and in what time frame will that occur?

Applicant Resolution of Support

The applicant is required to submit a signed resolution of support from its board of directors or similar governing body authorizing the submittal of a grant application to the SALC. The resolution must:

- Authorize the submittal of an acquisition grant application to SALC;
- Authorize entrance into a grant agreement with the Department for the project and agree to accept the template terms and conditions, available in Appendix F of the Guidelines, if the project is awarded funding;
- Certify that no conflict of interest or appearance of conflict of interest exists for any member of the applicant's Board of Directors as relates to the project; and,
- Authorize a designated individual to execute tasks, such as signing documents, related to the application, grant agreement, and acquisition, if the project is awarded funding.

Notification Letter to the Planning Director

The applicant must provide written notification to the local government's Planning Director about the application. The letter should indicate the applicant's intent to apply for a grant to acquire an agricultural conservation easement, the Department's contact information in case the local government has comments, and the anticipated date of the Strategic Growth Council meeting at which the easement application is proposed to be considered for

approval. The notification should include the applicant and not the landowner's name.

Letter from Groundwater Sustainability Agency

For projects located in critically over-drafted basins with an adopted Groundwater Sustainability Plan, the applicant must provide a letter from the relevant Groundwater Sustainability Agency indicating that continued agricultural use thereon is consistent with the adopted Groundwater Sustainability Plan for that groundwater basin. Projects not located in critically over-drafted basins, or projects located in a critically over-drafted basin for which a Groundwater Sustainability Plan has not yet been adopted, are exempt from this requirement.

Groundwater basin designations can be found on the [SGMA Basin Prioritization Dashboard](#).

Adopted Groundwater Sustainability Plans are available on [Department of Water Resources's Submitted GSPs page](#).

Preliminary Title Report and Assessor's Parcel Map(s)

If an updated preliminary title report or associated documents was requested as part of the pre-proposal feedback, provide an updated preliminary title report for review.

Appraisal/Support for Estimated Acquisition Value

A current appraisal is not a required component of the application. However, the applicant must provide support for the acquisition value identified in the application cover sheet. This support may be in the form of a preliminary or complete appraisal, or a detailed estimate for the anticipated cost of the acquisition, and material to support the valuation estimate. SALC reserves the right to require that a current appraisal accompany the grant application if, in its sole discretion, it determines that insufficient data is available to support an estimate.

SALC will only fund the appraisal that is approved by the state and used for the completed acquisition.

Project Boundary Map

If the applicant has revised the project boundary following receipt of pre-proposal feedback, or if the project boundary has changed, provide an updated boundary map (pdf format) with the application.

Applicants may also submit maps depicting the proposed project boundary relative to Important Farmland data, nearest Sphere of Influence, priority planning areas, and other protected lands in the vicinity. If the applicant can document additional conserved lands or resource values that support the proposal, they are encouraged to provide supplemental maps to that effect.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

Building Envelope(s) and any Excluded Area(s) Map

If the applicant has revised the building envelopes or excluded areas associated with the project following receipt of pre-proposal feedback, provide an updated building envelope and excluded areas map (pdf format) with the application.

Building envelopes must be designated around existing residences, as well as sites for proposed future residences.

Priority Population Benefits Checklist (AB 1550) – OPTIONAL

This checklist is to be used by applicants claiming to provide a benefit to a priority population. Benefits must address a common need to a disadvantaged community. The chosen approach must be identified on the checklist and accompanied by supporting documentation that a disadvantaged community need is being met. This checklist will be available on the Department website.

Projects must satisfy at least one criterion in Step 1, one criterion in Step 2, and one criterion in Step 3, and the benefit claimed must meet the need identified to be considered to provide direct, meaningful, and assured benefits to priority populations, receive priority population status through SALC, and count toward statutory investment minimums. Documentation must be provided to support all claims and will be evaluated by SALC in consultation with CARB.

Please see www.arb.ca.gov/cci-resources for the most recent table.

Management Plan / Carbon Farming Plan - OPTIONAL

If the applicant is requesting reimbursement for a Management Plan or Carbon Farming Plan, provide a description of who the proposed preparer is and how they meet the required qualifications. Refer to Appendix E in these Guidelines. If the proposed preparer of the Management Plan or Carbon Farming Plan is unknown at this stage, state “unknown at this time.”

APPENDIX E – Conservation Management Plan and Carbon Farm Plan Contents

General Requirements

For easements, both conservation management plans and carbon farm plans must be approved by the Department and signed by the grantee and landowner prior to the execution of the deed. For fee acquisitions, the plan must be approved by the Department and signed by the grantee and landowner within one year of close of escrow on the acquisition, within the grant term. The plan must be developed by a qualified planner or resource conservation district.

Conservation management plans and carbon farm plans are living documents that must be reviewed by the landowner and grantee at least every 10 years. These plans are intended to provide flexibility for management of the land within the purposes of the acquisition. The grantee must notify SALC of any changes to the management that have the potential to significantly impact the conservation values or conservation purpose of the acquisition.

The plan must be updated if changes to the agricultural operations on or ownership of the property occur that have the potential to significantly impact the conservation values or purpose of the acquisition. The grantee and landowner must obtain an updated plan from qualified planner or resource conservation district in the event of such changes.

The grantee must report the landowner's implementation of the plan and any changes in the agricultural operation or ownership that have the potential to impact the conservation values or purpose from the previous year on its annual monitoring report. If the landowner is not complying with the plan, the grantee must identify how compliance will be achieved. If a change in operations or ownership that has the potential to impact the conservation values or purpose is reported, the grantee must instruct the landowner to update the conservation management plan. If, at the time of the next annual monitoring report, the landowner has not obtained an updated plan (and it is not due to inaction by SALC), then the landowner is in violation of the provisions of the deed and the grantee is responsible for bringing the landowner into compliance.

Conservation Management Plans

At a minimum, the conservation management plan must:

- A. Identify and describe the qualifications of the individual(s) who prepared the plan, including the individual's name, organization, title, and contact information.
- B. Describe the procedure for monitoring and reporting the implementation of the plan in accordance with these Guidelines, as well as the process for reviewing and updating the plan as required.
- C. Include a description of the property's conservation values and conservation purpose as identified in the grant agreement, grant deed, or other project documents. The plan should also describe the activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired. Examples of such activities may include:
 - Landowner's membership or involvement in local agricultural or natural resource conservation organizations
 - Implementation of agricultural conservation, planning, or efficiency programs, such as EQIP, SWEEP, or CAPGP
 - Actions taken to mitigate the effects of drought, flood, wildfire, or other natural disasters
 - a farm or ranch succession plan
- D. Include a description of the current farm or ranch management system. The plan should provide detailed information about existing farm or ranch operations that may include descriptions of the following (as applicable):
 - Irrigation systems and water use
 - Soil health and erosion control
 - Nutrient management
 - Crop selection and rotation
 - Weed, insect, and disease management
 - Stocking rates

- Grazing patterns
- Infrastructure maintenance
- Public access

Other information may include a description of seasonal influences on farm or ranch operations, irrigation water right volumes needed to sustain agricultural activity on the property, invasive species control, and wildlife habitat management. The conservation management plan may incorporate or refer to information from baseline documentation reports, as appropriate.

E. Identify required and recommended conservation or management practices that address the conservation values and conservation purpose for which the Acquisition was awarded, including practices to protect biodiversity and facilitate climate adaptation. The plan should include a discussion of existing and/or future threats to the property's conservation values, the management objectives or desired outcomes, and a detailed description of the required or recommended practices that may include specifics related to:

- Who will implement or assist in implementing the practice
- Any advanced planning, equipment, or permits that may be required
- Measurable or observable indicators or conditions that may influence management decisions
- Anticipated timelines for initiation and completion of required or recommended practices
- The area or location on the property impacted by the practice
- The scientific, cultural, or experiential basis for management decisions

The conservation management plan may incorporate, or cross-reference practices identified in other plans, such as an organic system plan for organic operations, USDA NRCS Conservation Plans, CDFA's Office of Environmental Farming and Innovations Planning Grants Program plans, a comprehensive nutrient management plan for animal feeding operations, or care of historic sites for easements with historical or archeological resources.

- F. Identify additional or specific criteria associated with permissible and prohibited activities consistent with the terms of the deed. For example, if a deed specifies that the location of the building envelope may be adjusted if it does not adversely affect the agricultural resources, the conservation management plan should describe the agricultural resources and how they may be impacted by construction of structures. Not every conservation management plan will need to specify additional or specific criteria for deed terms; whether such criteria are required should be determined by the grantee based on the agricultural resources present on the property and the clarity of the deed restrictions.

Carbon Farm Plans

At a minimum, the carbon farm plan must:

- A. Assess the carbon sequestration and greenhouse gas emission reduction potential of the property.
- B. Include a description of the farm or ranch management system.
- C. Describe recommended and required actions and activities to increase carbon sequestration and reduce greenhouse gas emissions based on the carbon assessment and consistent with the conservation purpose of the acquisition. The carbon farm plan may incorporate, or cross-reference practices identified in other plans, such as organic system plans for organic operations, USDA NRCS Conservation Plans, CDFA's Office of Environmental Farming and Innovations Planning Grants Program plans, and comprehensive nutrient management plans for animal feeding operations.

APPENDIX F – Acquisition Grant Agreement

[Grant agreement starts on next page]

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)		GRANT AGREEMENT NUMBER: [REDACTED]
		F\$Cal NUMBER: [REDACTED]
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and [REDACTED] ("Grantee").		
2. The Grant Agreement Term is: From [REDACTED] through [REDACTED] (Or upon execution of this Grant Agreement by both parties, whichever is later)		
3. The maximum amount of this Grant Agreement is: \$ [REDACTED]		
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:		
Exhibit A, Scope of Work	[REDACTED]	Page(s)
Attachment 1: Project Map	[REDACTED]	Page(s)
Attachment 2: Authorized Signatory Form	[REDACTED]	Page(s)
Attachment 3: Final Report	[REDACTED]	Page(s)
Attachment 4: Conditions of Funding Disbursal	[REDACTED]	Page(s)
Exhibit B, Budget Detail and Payment Provisions	[REDACTED]	Page(s)
Attachment 5: Budget Detail Worksheet	[REDACTED]	Page(s)
Attachment 6: Acquisition Invoice	[REDACTED]	Page(s)
Attachment 7: Associated Costs Invoice	[REDACTED]	Page(s)
Attachment 8: Invoice Dispute Notification Template	[REDACTED]	Page(s)
Exhibit C, General Terms and Conditions	[REDACTED]	Page(s)
Exhibit D, Special Terms and Conditions	[REDACTED]	Page(s)
Exhibit E, Award Letter	[REDACTED]	Page(s)
Exhibit F, Guidelines	[REDACTED]	Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.		
GRANTEE		
GRANTEE'S NAME [REDACTED]		
BY (Authorized Signature) [REDACTED]	DATE SIGNED [REDACTED]	
PRINTED NAME AND TITLE OF PERSON SIGNING [REDACTED]		
ADDRESS [REDACTED]		
STATE OF CALIFORNIA		
Agency Name: Department of Conservation		
BY (Authorized Signature) [REDACTED]	DATE SIGNED [REDACTED]	
PRINTED NAME AND TITLE OF PERSON SIGNING [REDACTED]		
ADDRESS 715 P Street, Sacramento, CA 95814		

Exhibit A, Scope of Work

Grant Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities (AHSC) Program, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

The principal goal of SALC is to further the purposes of AB 32 by supporting infill development and avoiding increases in the greenhouse gas emissions associated with the conversion of California's irreplaceable agricultural land and resources to nonagricultural uses, particularly low-density residential development. The SALC efforts to protect agricultural lands complement the AHSC efforts to promote infill development. In this way, AHSC and SALC work together to reduce GHGs in the aggregate over time.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

The Project is Defined by the Application and Award Letter

The Strategic Growth Council approved the Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on [INSERT DATE] (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee submitted application [DOC Application Number] for an agricultural conservation acquisition grant on approximately ±[number of acres] of privately-owned real property known as the [Property Common Name] located in/near [City/CDP] in the County of [County]. The [Property Common Name] is shown on the Project Map (Attachment 1). The agricultural conservation acquisition will be referred to as the "Project" throughout this Grant Agreement.

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

The Council awarded Grantee a grant for the Project at its [insert date] meeting subject to any conditions contained in the Award Letter Award Letter (Exhibit E). The Project includes any conditions in the Award Letter. The Department and Grantee enter into this Grant Agreement to provide the not to exceed funding identified in this Grant Agreement and set forth the terms and conditions upon which the grant will be administered.

Authorized Signers

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

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

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

Project Representatives

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

Department

Name:

Title: Grant Manager*

Phone Number:

Email:

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

Grantee

Name:

Title:

Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

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

Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Performing all tasks necessary to complete the acquisition, in accordance with the Budget, Guidelines, Application, and Award Letter. Grantee must obtain the Departments approve of the acquisition deed, include the terms and all exhibits. The Department may reject any changes to the deed after it has approved the deed.
- C. Submitting invoices for reimbursement using the Acquisition Invoice template (Attachment 6) or the Associated Costs Invoice template (Attachment 7), as appropriate, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

Document Submission

A. Electronic Mail

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

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

B. Correspondence

Correspondence and documents must be submitted via email: [Grant Manager Email]

Reporting Requirements

- A. All reports must be submitted to Grant Manager on the required due date. Reports are not deemed received until the Grant Manager confirms receipt of the report.
- B. All reports must be signed by the Authorized Signatory or designee on file with the Department as stated in Authorized Signatories.
- C. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.
- D. If the Project falls substantially behind the implementation schedule agreed to between it and the Department, the Department may require Grantee to submit quarterly Progress Reports for the remainder of the Grant Term, unless or until this requirement is deemed to be no longer necessary by the Department. The initial Progress Report must explain why the project is behind schedule, provide an updated implementation schedule to address the delay, and describe the steps being taken to ensure that the project is continuing to move towards completion within the Grant Term. Subsequent Progress Reports shall detail the Grantee's progress toward completing the acquisition in a timely matter.
- E. A Final Report shall be submitted with the final Associated Costs invoice utilizing the Final Report template (Attachment 3). If a grantee is not requesting reimbursement for Associated Costs, the Final Report must be submitted within 30 days of close of escrow.

Accounting of Stewardship Funds

Grantee certifies that the stewardship fund holder uses accepted accounting practices as promulgated by either the Financial Accounting Standards Board or any successor entity for nonprofit organizations, of the Governmental Accounting Standards Board or any successor entity for public agencies, to the

GRANT AGREEMENT

Acquisition Grant

Sustainable Agricultural Lands Conservation Program

Page 127 of 260

extent those practices do not conflict with any requirement for special districts in statute for local governmental financial affairs.

Attachment 1: Project Map

Attachment 2: Authorized Signatory Form

Authorized Signatory Form

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

Grantee Authorized Signatory:

Name:

Title:

Signature:

Date:

Delegated Authorized Signatories:

3. Name:

Title:

Signature:

Date:

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

Invoices Other _____

4. Name:

Title:

Signature:

Date:

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

Attachment 3: Final Report

Agricultural Conservation Acquisition Final Report

Grantee Name

Project Title

Grant Number

Final closing date of the project

Please include copies of news articles and any other media coverage, as well as any promotional and educational materials produced as a result of this grant agreement that have not already been submitted. A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

1. Give a brief summary the organization, the objectives of the project, and how these objectives were accomplished.
2. State the amount awarded and how the funds were used.
3. Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken.
4. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
5. Present a summary of project successes.
6. Please offer any feedback or suggestions for improvement that may assist future administration of grant funds by the Department.

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

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

Name:

Title:

Signature:

Date:

Attachment 4: Conditions of Funding Disbursal

Conservation Acquisition Cost(s). The Department will disburse the funds for the Conservation Acquisition Cost(s) to the escrow account established with a title insurance company licensed by the California Department of Real Estate, for purchase of the [agricultural conservation easement(s)/fee title] funded through this grant only when the following conditions have been met:

- A. California Department of General Services has approved the appraisal:
 - i. Grantee has provided the Department with an electronic copy of the appraisal; and,
 - ii. The appraisal complies with the Department's Overview and Preparation of Agricultural Conservation Easement Appraisals and DGS's Appraisal Specifications, as determined by the Department.

- B. Department has approved or has incorporated Department approval of the following into the joint escrow instructions as conditions of closing:
 - i. Final draft deed including all exhibits/attachments and any title exceptions that the deed will be subject to;
 - ii. Pro forma title policy;
 - iii. Any subordination agreements and documents needed to resolve title-related issues identified by the Department or Grantee;
 - iv. Final draft Baseline Documentation Report;
 - v. Estimated escrow closing statement;
 - vi. Joint escrow instructions that, at a minimum, require the following as conditions prior to either disbursing escrow funds or closing escrow, depending on the task:
 - a. Subordination or release of all senior liens or financial encumbrances on the property;
 - b. Escrow officer's signature acknowledging receipt of the instructions and agreeance to act in accordance therewith;
 - c. Recordation of the agricultural conservation easement(s) immediately upon close of escrow;
 - d. Issuance of a title insurance policy, naming the Council as an additional insured for the full amount of the appraised value of the acquisition, with no exceptions to title other than those identified in the Proforma approved by the Department;

GRANT AGREEMENT

Acquisition Grant

Sustainable Agricultural Lands Conservation Program

Page 132 of 260

- e. Provision that the escrow officer provide a copy of the recorded deed, final title policy, recorded subordination documents, final escrow closing statement, and any other items that the Department may require to the Department within 30 days of closing; and,
 - f. Provision that, should the [easement/fee title] not be conveyed to the grantee, all SALC Program funds will be returned to the Department.
- C. Grantee has authorized the responsible title and/or escrow officer to communicate with the Department regarding the escrow associated with the agricultural conservation acquisition transaction.

Exhibit B, Budget Detail and Payment Provisions

Payment

- A. Upon notification by the Department that the conditions set forth in the "Conservation Acquisition Costs" of the Conditions of Funding Disbursal attachment (Attachment 4) have been satisfied, the Grantee shall submit an invoice for the Conservation Acquisition Cost to the Department using the Department's acquisition invoice template (Attachment 6).
- B. To receive payments of grant funds, Grantee must submit an invoice.
- C. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
- D. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- E. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F. For cost principles, see Exhibit B, Section 5.
- G. Funds contributed toward the acquisition purchase price will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements outlined in the Scope of Work. Except in the case of a bargain sale, match funds being used to complete the easement purchase must be deposited into the escrow account before the purchase may be completed. At close of escrow, the title insurance company must be able to insure title to the interest being recorded.

How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line. Invoices may not be submitted within the first 60 days of the Grant Agreement effective date.
- B. Grantee may not submit an acquisition invoice unless all the Conditions of Funding Disbursal identified in the Guidelines (Exhibit F) are satisfied.

GRANT AGREEMENT

- C. Send associated costs invoices regularly. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
- i. Either the Acquisition Invoice (Attachment 6) or Associated Costs Invoice (Attachment 7) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Supporting documentation for reimbursement of associated costs. Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor's invoices, activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee
- E. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).
- F. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

Budget Contingency Clause

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

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

Travel Reimbursement

Travel may not be reimbursed in accordance with the Guidelines (Exhibit F).

Budget Modification

- A. Grantee must keep the Budget Detail Worksheet (Attachment 5) up to date.
- B. Changes between Associated Costs line items, excluding the Management Plan, are allowed by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes to the Acquisition line item(s) up to five percent (5%) shall be made via a written request to the grant manager before submission of the Acquisition invoice. The written request shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Approval or denial of the change will be made by the Program Manager in consultation with Council staff. The approval or denial shall be filed with the Grant Agreement.
- D. Changes to the Acquisition line item(s) up to fifteen percent (15%) shall be made via a written request to the grant manager before submission of the Acquisition invoice. The written request shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Approval or denial of the change will be made at Executive Director discretion.
- E. No other modifications to the budget are allowed. The approval or denial shall be filed with the Grant Agreement.

Amendments

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

Acquisition Grant

Page 136 of 260

- A. This section applies to any changes to this Grant Agreement, excluding the following:
- i. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
 - ii. Changes to project representatives, see Exhibit A, Section 4.
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 5: Budget Detail Worksheet

Attachment 6: Acquisition Invoice

TO: Department of Conservation

Date:

Division of Land Resource Protection

Attn: (grant manager)

715 P Street, MS 1904

Sacramento, CA 95814

Grant No.:

Invoice No.:

=====

Please remit \$_____ to [Title Company] for the purchase of [fee title] or [an agricultural conservation easement] on Farm/Ranch in County.

[Title Company]

[address]

[phone number]

Escrow No.:

Match funding for the acquisition will be provided by the at \$.

Total request in this invoice: \$

Signature of Authorized Signatory

Attachment 7: Associated Costs Invoice Template

TO: Department of Conservation
 Division of Land Resource Protection
 Attn: (grant manager)
 715 P Street, MS 1904
 Sacramento, CA 95814

Date:

Grant No:

Invoice No:

For expenditures under this grant during the timeframe:

[Note: The actual invoice line items for Associated Costs should correspond exactly to the line items listed in the Grant Agreement Budget page.]

Associated costs	SALC	GRANTEE MATCH
Totals	\$	\$

Total reimbursement request in this invoice: \$

Name of Grant Agreement Signatory or Designee

Title

Attachment 8: Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source |
| <input type="checkbox"/> Other not listed above: | |

Comments:

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

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

Approval

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

Amendment

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

Assignment

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

Records Retention

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

Audit

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

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

Indemnification

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

Disputes

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

Independent Grantee

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

Non-Discrimination Clause

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

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

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

Timeliness

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

Governing Law

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

Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Subcontractors

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

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

No Third-Party Beneficiaries

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

Project Monitoring and Oversight

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

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

Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 8) within fifteen (15) days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

- Legal authority or pertinent facts, supporting arguments and documentation
- Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
715 P Street, MS 1904
Sacramento, CA 95814

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

Termination

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

Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or

GRANT AGREEMENT

incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.

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

Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
- i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

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

Stop Work

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

Publicity

Grantee agrees that it will acknowledge support of the California Strategic Growth Council, California Climate Investments, and Department of Conservation whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

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

"Funds for [Project name or type] were made available through the California Strategic Growth Council's Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."

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

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the California Strategic Growth Council, California Climate Investments, and

GRANT AGREEMENT

Sustainable Agricultural Lands Conservation Program

Acquisition Grant

Page 149 of 260

Department of Conservation should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines (Exhibit F).

Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the organization's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the organization's statement as a condition of employment on this Grant Agreement.

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

Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX G – Fee Acquisition Grant Agreement

[Grant agreement starts on next page]

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)		GRANT AGREEMENT NUMBER: [REDACTED]
		FISCAL NUMBER: [REDACTED]
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and [REDACTED] ("Grantee").		
2. The Grant Agreement Term is: From [REDACTED] through [REDACTED] (Or upon execution of this Grant Agreement by both parties, whichever is later)		
3. The maximum amount of this Grant Agreement is: \$ [REDACTED]		
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:		
Exhibit A, Scope of Work	[REDACTED]	Page(s)
Attachment 1: Project Map	[REDACTED]	Page(s)
Attachment 2: Authorized Signatory Form	[REDACTED]	Page(s)
Attachment 3: Final Report	[REDACTED]	Page(s)
Attachment 4: Conditions of Funding Disbursal	[REDACTED]	Page(s)
Exhibit B, Budget Detail and Payment Provisions	[REDACTED]	Page(s)
Attachment 5: Budget Detail Worksheet	[REDACTED]	Page(s)
Attachment 6: Acquisition Invoice	[REDACTED]	Page(s)
Attachment 7: Associated Costs Invoice	[REDACTED]	Page(s)
Attachment 8: Invoice Dispute Notification Template	[REDACTED]	Page(s)
Exhibit C, General Terms and Conditions	[REDACTED]	Page(s)
Exhibit D, Special Terms and Conditions	[REDACTED]	Page(s)
Exhibit E, Award Letter	[REDACTED]	Page(s)
Exhibit F, Guidelines	[REDACTED]	Page(s)
Exhibit G, Fee Acquisition and Grantee's Covenants and Declarations of Restrictions	[REDACTED]	Page(s)
Exhibit H, Form of Notice of Unrecorded Grant Agreement	[REDACTED]	Page(s)
Exhibit I, Form of Irrevocable Offer to Convey Title in Fee and Declarations of Restrictive Covenants	[REDACTED]	Page(s)
Exhibit J, Conservation Easement Template	[REDACTED]	Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.		
GRANTEE		
GRANTEE'S NAME [REDACTED]		
BY (Authorized Signature) [REDACTED]	DATE SIGNED [REDACTED]	
PRINTED NAME AND TITLE OF PERSON SIGNING [REDACTED]		
ADDRESS [REDACTED]		
STATE OF CALIFORNIA		
Agency Name: Department of Conservation		

BY (<i>Authorized Signature</i>) 	DATE SIGNED 
PRINTED NAME AND TITLE OF PERSON SIGNING 	
ADDRESS 715 P Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

Grant Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities (AHSC) Program, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

The principal goal of SALC is to further the purposes of AB 32 by supporting infill development and avoiding increases in the greenhouse gas emissions associated with the conversion of California's irreplaceable agricultural land and resources to nonagricultural uses, particularly low-density residential development. The SALC efforts to protect agricultural lands complement the AHSC efforts to promote infill development. In this way, AHSC and SALC work together to reduce GHGs in the aggregate over time.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

The Project is Defined by the Application and Award Letter

The Strategic Growth Council approved the Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on February 25, 2020 (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee submitted application [DOC Application Number] for an agricultural conservation acquisition grant on approximately ±[number of acres] of privately-owned real property known as the [Property Common Name] located in/near [City/CDP] in the County of [County]. The [Property Common Name] is shown on the Project Map (Attachment 1). The agricultural conservation acquisition will be referred to as the "Project" throughout this Grant Agreement.

The Council awarded Grantee a grant for the Project at its [insert date] meeting subject to any conditions contained in the Award Letter Award Letter (Exhibit E). The Project includes any conditions in the Award Letter. The Department and Grantee enter into this Grant Agreement to provide the not to exceed funding identified in this Grant Agreement and set forth the terms and conditions upon which the grant will be administered.

Authorized Signers

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

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

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

Project Representatives

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

Department

Name:
Title: Grant Manager*
Phone Number:
Email:

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

Grantee

Name:
Title:
Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

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

Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Performing all tasks necessary to complete the acquisition, in accordance with the Budget, Guidelines, Application, and Award Letter. Grantee must obtain the Departments approve of the acquisition deed, include the terms and all exhibits. The Department may reject any changes to the deed after it has approved the deed.
- C. Submitting invoices for reimbursement using the Acquisition Invoice template (Attachment 6) or the Associated Costs Invoice template (Attachment 7), as appropriate, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

Document Submission

Electronic Mail

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

Correspondence

Correspondence and documents must be submitted via email: [Grant Manager Email]

Reporting Requirements

- A. All reports must be submitted to Grant Manager on the required due date. Reports are not deemed received until the Grant Manager confirms receipt of the report.
- B. All reports must be signed by the Authorized Signatory or designee on file with the Department as stated in Authorized Signatories.
- C. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.
- D. Grantee is required to report the employment outcomes for projects if the total grant award is \$1 million or more in accordance with the Guideline (Exhibit F).
- E. If the Project falls substantially behind the implementation schedule agreed to between it and the Department, the Department may require Grantee to submit quarterly Progress Reports for the remainder of the Grant Term, unless or until this requirement is deemed to be no longer necessary by the Department. The initial Progress Report must explain why the project is behind schedule, provide an updated implementation schedule to address the delay, and describe the steps being taken to ensure that the project is continuing to move towards completion within the Grant Term. Subsequent Progress Reports shall detail the Grantee's progress toward completing the acquisition in a timely matter.
- F. A Final Report shall be submitted with the final Associated Costs invoice utilizing the Final Report template (Attachment 3). If a grantee is not requesting reimbursement for Associated Costs, the Final Report must be submitted within 30 days of close of escrow.

Accounting of Stewardship Funds

Grantee certifies that the stewardship fund holder uses accepted accounting practices as promulgated by either the Financial Accounting Standards Board or any successor entity for nonprofit organizations, of the Governmental Accounting Standards Board or any successor entity for public agencies, to the extent those practices do not conflict with any requirement for special districts in statute for local governmental financial affairs.

Attachment 1: Project Map

Attachment 2: Authorized Signatory Form

Authorized Signatory Form

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

Grantee Authorized Signatory:

Name: _____ **Title:** _____
Signature: _____ **Date:** _____

Delegated Authorized Signatories:

5. **Name:** _____ **Title:** _____
Signature: _____ **Date:** _____
Document(s) Authorized to sign: All Grant Related Documents **or**
Grant Agreement Grant Amendments Budget Amendments
Reports Invoices Other

6. **Name:** _____ **Title:** _____
Signature: _____ **Date:** _____
Document(s) Authorized to sign: All Grant Related Documents **or**
Grant Agreement Grant Amendments Budget Amendments Reports
 Invoices Other

Attachment 3: Final Report

Agricultural Conservation Acquisition Final Report

Grantee Name:

Project Title:

Grant Number:

Final closing date of the project:

Please include copies of news articles and any other media coverage, as well as any promotional and educational materials produced as a result of this grant agreement that have not already been submitted. A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

1. Give a brief summary the organization, the objectives of the project, and how these objectives were accomplished.
2. State the amount awarded and how the funds were used.
3. Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken.
4. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
5. Present a summary of project successes.
6. Please offer any feedback or suggestions for improvement that may assist future administration of grant funds by the Department.

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

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

Name:

Title:

Signature:

Date:

Attachment 4: Conditions of Funding Disbursal

Conservation Acquisition Cost(s). The Department will disburse the funds for the Conservation Acquisition Cost(s) to the escrow account established with a title insurance company licensed by the California Department of Real Estate, for purchase of the [agricultural conservation easement(s)/fee title] funded through this grant only when the following conditions have been met:

- A. California Department of General Services has approved the appraisal:
 - iii. Grantee has provided the Department with an electronic copy of the appraisal; and,
 - iv. The appraisal complies with the Department's Overview and Preparation of Agricultural Conservation Easement Appraisals and DGS's Appraisal Specifications, as determined by the Department.
- B. Department has approved or has incorporated Department approval of the following into the joint escrow instructions as conditions of closing:
 - i. Final draft deed including all exhibits/attachments and any title exceptions that the deed will be subject to;
 - ii. Pro forma title policy;
 - iii. Any subordination agreements and documents needed to resolve title-related issues identified by the Department or Grantee;
 - iv. Final draft Baseline Documentation Report;
 - v. Estimated escrow closing statement;
 - vi. Joint escrow instructions that, at a minimum, require the following as conditions prior to either disbursing escrow funds or closing escrow, depending on the task:
 - a. Subordination or release of all senior liens or financial encumbrances on the property;
 - b. Escrow officer's signature acknowledging receipt of the instructions and agreeance to act in accordance therewith;
 - c. Recordation of the agricultural conservation easement(s) immediately upon close of escrow;
 - d. Issuance of a title insurance policy, naming the Council as an additional insured for the full amount of the appraised value of the acquisition, with no exceptions to title other

than those identified in the Proforma approved by the Department;

- e. Provision that the escrow officer provide a copy of the recorded deed, final title policy, recorded subordination documents, final escrow closing statement, and any other items that the Department may require to the Department within 30 days of closing; and,
- f. Provision that, should the [easement/fee title] not be conveyed to the grantee, all SALC Program funds will be returned to the Department.

C. Grantee has authorized the responsible title and/or escrow officer to communicate with the Department regarding the escrow associated with the agricultural conservation acquisition transaction.

Exhibit B, Budget Detail and Payment Provisions

Payment

- A. Upon notification by the Department that the conditions set forth in the "Conservation Acquisition Costs" of the Conditions of Funding Disbursal attachment (Attachment 4) have been satisfied, the Grantee shall submit an invoice for the Conservation Acquisition Cost to the Department using the Department's acquisition invoice template (Attachment 6).
- B. To receive payments of grant funds, Grantee must submit an invoice.
- C. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
- D. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- E. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F. For cost principles, see Exhibit B, Section 5.
- G. Funds contributed toward the acquisition purchase price will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements outlined in the Scope of Work. Except in the case of a bargain sale, match funds being used to complete the easement/fee purchase must be deposited into the escrow account before the purchase may be completed. At close of escrow, the title insurance company must be able to insure title to the interest being recorded.

How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line. Invoices may not be submitted within the first 60 days of the Grant Agreement effective date.
- B. Grantee may not submit an acquisition invoice unless all the Conditions of Funding Disbursal identified in the Guidelines (Exhibit F) are satisfied.
- C. Send associated costs invoices regularly. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
 - i. Either the Acquisition Invoice (Attachment 6) or Associated Costs Invoice (Attachment 7) on official letterhead and signed by the

- Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- ii. Supporting documentation for reimbursement of associated costs. Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor's invoices, activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee
 - E. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).
 - F. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

Travel Reimbursement

Travel may not be reimbursed in accordance with the Guidelines (Exhibit F).

Budget Modification

- A. Grantee must keep the Budget Detail Worksheet (Attachment 5) up to date.
- B. Changes between Associated Costs line items, excluding the Management Plan, are allowed by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes to the Acquisition line item(s) up to five percent (5%) shall be made via a written request to the grant manager before submission of the Acquisition invoice. The written request shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Approval or denial of the change will be made by the Program Manager in consultation with Council staff. The approval or denial shall be filed with the Grant Agreement.
- D. Changes to the Acquisition line item(s) up to fifteen percent (15%) shall be made via a written request to the grant manager before submission of the Acquisition invoice. The written request shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Approval or denial of the change will be made by formal action of the Council.
- E. No other modifications to the budget are allowed. The approval or denial shall be filed with the Grant Agreement.

Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
 - iii. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
 - iv. Changes to project representatives, see Exhibit A, Section 4.
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
 - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.

- ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 5: Budget Detail Worksheet

Attachment 6: Acquisition Invoice

TO: Department of Conservation **Date:**

Division of Land Resource Protection

Attn: (grant manager)

[Grant Manager Email Address]

Cc: DLRPInvoices@conservation.ca.gov

Grant No.:

Invoice No.:

=====

Please remit \$_____ to [Title Company] for the purchase of [fee title] or [an agricultural conservation easement] on Farm/Ranch in County.

[Title Company]

[address]

[phone number]

Escrow No.:

Match funding for the acquisition will be provided by the at \$.

Total request in this invoice: \$

Signature of Authorized Signatory

Attachment 7: Associated Costs Invoice Template

TO: Department of Conservation
 Division of Land Resource Protection
 Attn: (grant manager)
 [Grant Manager Email Address]
 Cc: DLRPInvoices@conservation.ca.gov

Date:

Grant No:

Invoice No:

For expenditures under this grant during the timeframe:

[Note: The actual invoice line items for Associated Costs should correspond exactly to the line items listed in the Grant Agreement Budget page.]

Associated costs	SALC	GRANTEE MATCH
Totals	\$	\$

Total reimbursement request in this invoice: \$

Name of Grant Agreement Signatory or Designee

Title

Attachment 8: Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source |
| <input type="checkbox"/> Other not listed above: | |

Comments:

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

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

Approval

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

Amendment

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

Assignment

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

Records Retention

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

Audit

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

management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

Indemnification

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

Disputes

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

Independent Grantee

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

Non-Discrimination Clause

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

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

Timeliness

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

Governing Law

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

Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Subcontractors

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

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

No Third-Party Beneficiaries

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

Project Monitoring and Oversight

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

Dispute Resolution

Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 8) within fifteen (15) days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

Contesting a Dispute Decision

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

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
715 P Street, MS 1904
Sacramento, CA 95814

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

Termination

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

Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

Insurance Requirements

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

- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
- i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

Stop Work

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

Publicity

Grantee agrees that it will acknowledge the support of the California Strategic Growth Council, California Climate Investments, and Department of Conservation whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

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

"Funds for [Project name or type] were made available through the California Strategic Growth Council's Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC is part of [California Climate Investments](#), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."

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

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the [California Strategic Growth Council](#), [California Climate Investments](#), and [Department of Conservation](#) should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines (Exhibit F).

Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:

- i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
- i. Receive a copy of the organization's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the organization's statement as a condition of employment on this Grant Agreement.

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

Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Payee Data Record Form - STD 204

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

Emergencies

In an emergency or suspected emergency, the Council or its designee may enter the Real Property to prevent, terminate, or mitigate a potential or unaddressed violation.

Notice of Unrecorded Grant Agreement and Irrevocable Offer to Convey Title in Fee

Grantee shall record or cause to be recorded, concurrently with close of escrow for the purchase of the Real Property, the Notice of Unrecorded Grant Agreement (Notice) and the Irrevocable Offer to Convey Title in Fee and Declaration of Restrictive Covenants (Offer). The Notice shall be in the form of Exhibit H and the Offer shall be in the form of Exhibit I. Both are subject to review and approval by the Department prior to recordation. Within 30 days of close of escrow, Grantee shall provide to the Department a conformed copy of both recorded documents

Breach and Default of Covenants

The breach of any of the terms, covenants or conditions of this Grant Agreement, including the Conditions of Funding contained in Exhibit F to this Grant Agreement, is considered a General Dispute. The terms of Section 5 (Dispute Resolution) are modified to provide for a 90-day period after Grantee has received notice to either cure the breach or be diligently pursuing a cure in accordance with a plan agreed to by the State.

If the breach is not curable within said 90-day period or if Grantee does not commence the cure within the 90-day period and diligently pursue it to completion, then Grantee shall be in default (Default) of the Grant Agreement.

Grantee shall also be in Default of the Grant Agreement upon the discovery that information given to the Department by or on behalf of Grantee under or in connection with obtaining this Grant Agreement was materially false, incomplete, or misleading.

Remedies

In the event of a Default of the Grant Agreement, in addition to any and all remedies available at law or in equity, the Department shall have the following remedies:

- A. Specific Performance. The Department may seek specific performance of this Grant Agreement.

B. Conveyance of an Agricultural Conservation Easement. The Department may require Grantee to convey an agricultural conservation easement over the Property in favor of an entity or organization selected by the Department that: 1) is authorized by California law to acquire and hold conservation easements, 2) has similar purposes to preserve agricultural lands and open space, 3) is financially able to assume all of the obligations of Grantee, and 4) expressly agrees to assume the responsibilities imposed on the Grantee through the Grant Agreement. The agricultural conservation easement is subject to review and approval by the Council and must be substantially in the form of the easement template, included as Exhibit J to this Grant Agreement.

Acceptance of the Irrevocable Offer to Convey Title in Fee and Declaration of Restrictive Covenants. As set forth in the Offer, the Council or its designee may accept the Offer upon (1) a finding of a Default of any of the terms, covenants or conditions of Exhibit G of the Grant Agreement; (2) when the Real Property is under threat of condemnation or has been condemned, as further described in Section 20, below; or (3) Grantee ceases to exist or loses the legal authority to hold fee title to the Real Property.

Provisions that Survive Termination of Grant Agreement

The provisions of this Grant Agreement that are not fully performed as of the close of escrow shall survive the close of escrow for Grantee's acquisition of the Real Property and remain in full force and effect until the Real Property is encumbered with an agricultural conservation easement and the Department has received its proportionate share of the net proceeds

Condemnation

Condemnation means a permanent taking through the exercise of any government power (by legal proceeding or otherwise) by any party have the right of eminent domain ("Condemnor"); or through a voluntary sale or transfer by the offeror to any Condemnor, either under threat of exercise of eminent domain by a Condemnor or while legal proceedings for eminent domain are pending. If the Real Property is under threat of condemnation or has been condemned, the Grantee shall promptly notify the Council and Department in writing, and provide a copy of the appraisal to the State for review. Upon receiving condemnation proceeds, the Grantee shall promptly pay the State ___% of the

condemnation proceeds, which is the percentage of the total acquisition cost originally contributed by the Council.

Proportionate Share of Net Proceeds

The “net proceeds of the sale” (Net Proceeds) is defined as the fair market value of the land less the value of the agricultural conservation easement. These values shall be established by an appraisal acceptable to the Department at the time of the transfer. The Department’s proportionate share of the net proceeds shall be calculated using a factor reflecting the Department’s proportionate share of the purchase price paid by the Grantee in the original acquisition of fee title, taking into account contributions from all sources toward that original purchase price. No deduction of associated costs are allowed.

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

Exhibit G, Fee Acquisition and Grantee's Covenants and Declaration of Restrictions

For the Real Property (Exhibit A, Attachment 1) acquired in part with state funds encumbered by this Grant Agreement, Grantee agrees to the restrictions on the use, limitations on further transfers or conveyances, and obligations to the State, as follows:

a. Use of Real Property.

Grantee shall use, manage, operate, and maintain the Real Property so that it remains in productive agricultural use, *[supports gathering and activities that promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes, supports a healthy agricultural economy and resulting food security, protects a critical wildlife linkage in _____ Habitat Agency's Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), maintains its open space character, and supports onsite educational opportunities]*. Any use of the Real Property that materially impairs or is inconsistent with these purposes is prohibited. To the extent that protection of these purposes conflict, the purposes shall be prioritized in the order listed.

b. Use of the Real Property as security for debt.

Grantee shall not use any portion of the Real Property as security for any debt without the prior written approval of the Council, with such approval at the Council's sole discretion.

c. Taxes and Assessments.

Grantee shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Real Property by a competent authority and shall furnish Council with satisfactory evidence of payment upon request. The Grantee shall keep the Real Property free from any liens including, without limitation, those arising out of any obligations incurred by the Grantee for any labor or materials furnished or alleged to have been furnished to or for the Grantee at or for use on the Real Property.

d. Buildings and Envelopes.

Attachment 1 to this Exhibit G depicts the location of the ? acre Building Envelope and the ?-acre Agricultural Infrastructure Envelope (collectively, "envelopes").

1. The Building Envelope may have ? single-family residence(s), accessory dwellings, and farm labor housing. The sizes of these structures are limited to a maximum living area that is consistent with the Grantee's policies, local building codes, and the surrounding neighborhood.
2. The Agricultural Infrastructure Envelope may have structures supporting agricultural operations on the Real Property, such as barns, equipment sheds, a farm stand, and farm labor housing.

Except for minor structures that support the agricultural use (e.g., pumphouses, solar panels for wells) or temporary structures that support habitat restoration or for health and safety of workers, no structures are permitted outside of these two envelopes, and no additional envelopes shall be created.

e. No Subdivision

The division, subdivision, defacto subdivision, or partition of the Real Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Grantee will not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate or convey any parcel associated with the Real Property or portion of any parcel of the Real Property separately or apart from the Real Property as a whole.

f. Transfer of the Real Property.

Grantee shall not transfer any interest in any or all portions of the Real Property unless: (1) the Council provides prior written approval of the transfer, (2) Grantee reserves ownership of an agricultural conservation easement; and, (3) the State receives its proportionate share of the net proceeds per Section 21 of Exhibit D to this Agreement, as applicable.

Permanent separation of water or water rights is prohibited. Only that quantity of water or water rights that is not necessary for present or future agricultural production on the Real Property may be temporarily distributed on an annual basis. Any temporary distribution shall not impair the current or future agricultural use or open space character of the Real Property.

Reservation of an Agricultural Conservation Easement.

- (i) Prior to or concurrently with Grantee's conveyance of the fee title of this Real Property, Grantee must reserve ownership of an agricultural conservation easement on this Real Property. The easement holder and the owner of the fee title cannot be the same party.
- (ii) The agricultural conservation easement must be substantially in the form of the conservation easement template included as Exhibit J to this Agreement.
- (iii) The easement holder must 1) be authorized by California law to acquire and hold conservation easements, 2) have similar purposes to preserve agricultural lands and open space, 3) be financially able to assume all of the obligations of Grantee, 4) and expressly agree to assume the responsibilities imposed on the Grantee through the Grant Agreement.
- (iv) From the compensation received by the Grantee, the Department must receive its proportionate share of the net proceeds per Section 21 of Exhibit D to this Grant Agreement.

Leases that comply with the requirements of this Agreement are exempt from this restriction. However, unless and until an agricultural conservation easement is recorded, Grantee shall ensure that each lease is subordinate to the restrictions herein.

Attachment 1: Building Envelopes and Existing Improvements

Exhibit H, Form of Notice of Unrecorded Grant Agreement

Space above line for Recorder's Use

Project Name:

_____ County

NOTICE OF UNRECORDED GRANT AGREEMENT (WITH COVENANTS AFFECTING REAL PROPERTY)

This Notice of Unrecorded Grant Agreement ("Notice"), dated as of _____, is made by [*insert grantee name*] ("Grantee") and recorded concurrently with the grant deed described below to provide notice of an agreement between Grantee and the California Department of Conservation ("Department") affecting the real property described below. An Irrevocable Offer to Convey Title in Fee and Declaration of Restrictive Covenants is also being recorded concurrently with this Notice and grant deed.

1. Grant Agreement.

The Department and Grantee have entered into a Grant Agreement (#XX) under the Sustainable Agricultural Lands Conservation Program for the acquisition of the fee interest in the Real Property, ("Grant Agreement"), pursuant to an award by the Strategic Growth Council at its [*insert award date*], meeting. The award has enabled Grantee's acquisition of fee title to approximately __ acres of real property located in ? County, California (the "Real Property"), by grant deed from [*insert fee owner*]. The Real Property is legally described in Attachment 1 to this Notice and incorporated herein by this reference.

Capitalized terms used in this Notice and not otherwise defined shall have the meaning set forth in the Grant Agreement.

2. Irrevocable Offer to Convey Title in Fee and Declaration of Restrictive Covenants.

Grantee has executed and recorded concurrently with the Notice and the grant deed an Irrevocable Offer to Convey Title in Fee and Declaration of Restrictive Covenants (“Offer”).

3. Notice.

Grantee agrees under the terms of the Grant Agreement to execute this Notice that Grantee received funds under the Grant Agreement to assist Grantee in acquiring the Real Property and that, in consideration of the grant funds, Grantee has agreed to the restrictions and obligations in the terms of the Grant Agreement and the Offer. The Grant Agreement is incorporated herein by this reference.

4. Grantee Obligations and Restrictions Related to Real Property.

The Real Property is subject to multiple obligations, restrictions on use, and limitations on ownership. These obligations, restrictions, and limitations are located in both the Grant Agreement and the Offer.

5. Transfer of the Real Property.

Pursuant to the Grant Agreement and the Offer, the Real Property cannot be transferred without the express written approval of the Council and the reservation of an agricultural conservation easement. Any transfer otherwise, including for a condemnation, is null and void.

6. Term.

Pursuant to the Grant Agreement and the Offer, the provisions of the Grant Agreement that are not fully performed as of the close of escrow for Grantee’s acquisition of the Real Property shall survive said close of escrow and remain in full force and effect until the Real Property is encumbered with an agricultural conservation easement and the Department has received its proportionate share of the net proceeds.

7. Grant Agreement Controls.

This Notice is solely for the purpose of recording and in no way modifies the provisions of the Grant Agreement or the Offer. Grantee and the Department each have rights, duties and obligations under the Grant Agreement that are not set forth in this Notice. To the extent the terms of this Notice conflict with the Grant Agreement, the terms of the Grant Agreement shall govern and control.

GRANTEE:

By:

Print Name:

Title:

Date:

Notary Page

Attachment 1

Legal Description

Exhibit I, Form of Irrevocable Offer to Convey Title in Fee and Declaration of Restrictive Covenants

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN(s): *[Insert APNs]*

IRREVOCABLE OFFER TO CONVEY TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS

(*[Name of Property]*, _____ County, California)

This IRREVOCABLE OFFER TO CONVEY TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (Offer) is made this ____ day of _____, 202_, by the _____ (Offeror).

Pertinent Facts

- A. Offeror is the legal owner of the fee interest in real property (Real Property) in the County of _____, State of California (described in Attachment 1) that was conveyed to the Offeror under the grant deed recorded concurrently with this Offer.
- B. Offeror is a _____ of the State of California organized and existing under the laws of the State of California.
- C. Offeror purchased the Real Property using funds from the Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities Program. The Program supports California's greenhouse gas emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses.
- D. The Council contributed \$_____ for this acquisition from the California Climate Investment Fund. The terms of the award, made at the Council's *[insert award meeting date]*, are in the Grant Agreement (#302#-###), *[as amended]*, and which are referred to in the Notice of Unrecorded Grant Agreement recorded concurrently with this Offer.

- E. In order to receive the funding used to acquire the Real Property, Offeror agreed to specific conditions (Conditions of Funding) and other terms included in the Grant Agreement. Offeror is executing this Offer to comply with the Conditions of Funding and the Grant Agreement to protect the investment by the people of the State of California.
- F. Offeror intends through this Offer to bind itself, its successors in interest, and its lessees of the Real Property.

OFFEROR HEREBY IRREVOCABLY OFFERS TO CONVEY fee title to the Real Property to the State of California and agrees to the restrictions on the use, limitations on further transfers or conveyances, and obligations to the State, as follows, in light of the pertinent facts above, and in consideration of the Council's grant award to Offeror for the acquisition of the Real Property.

1. Acceptance of Offer.

The Council or its designee (Accepting Party) can only accept this Offer in the following three instances:

- a. Upon a finding by the Council, following written notice to Offeror and a reasonable opportunity to cure, that Offeror is in Default of any one or more of the Covenants and Declaration of Restrictions set forth in Section 2 of this Offer and Exhibit G of the Grant Agreement;
- b. When Offeror ceases to exist or loses the legal authority to hold fee title to the Real Property; or
- c. When the Real Property is under threat of condemnation or has been condemned, as further described in Section 3 of this Offer.

Acceptance of this Offer occurs when the State or its designee records in the Official Records of _____ County a Certificate of Acceptance substantially in the form of Attachment 2 to this Offer.

2. Offeror's Covenants and Declaration of Restrictions.

Offeror declares that the Real Property is subject to certain restrictions that, if breached and not cured, will enable the Accepting Party to accept this Offer. Those restrictions are as follows:

- a. Use of Real Property.

Offeror shall use, manage, operate, and maintain the Real Property so that it remains in productive agricultural use, *[supports gathering and activities that promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes, supports a healthy agricultural economy and resulting food security, protects a critical wildlife linkage in ____ Habitat Agency's Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), maintains its open space character, and supports onsite educational opportunities]*. Any use of the Real Property that materially impairs or is inconsistent with these purposes is prohibited. To the extent that protection of these purposes conflict, the purposes shall be prioritized in the order listed.

b. Security for Debt.

Offeror shall not use any portion of the Real Property as security for any debt without the prior written approval of the Council, with such approval at the Council's sole discretion.

c. Taxes and Assessments.

Offeror shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Real Property by a competent authority, and shall furnish Council with satisfactory evidence of payment upon request. The Offeror shall keep the Real Property free from any liens including, without limitation, those arising out of any obligations incurred by the Offeror for any labor or materials furnished or alleged to have been furnished to or for the Offeror at or for use on the Real Property.

d. Buildings and Envelopes.

Attachment 1 to Exhibit G of the Grant Agreement depicts the location of the __-acre Building Envelope and the __-acre Agricultural Infrastructure Envelope (collectively, "envelopes").

1. The Building Envelope may have ?? single-family residence(s), accessory dwellings, and farm labor housing. The sizes of these structures are limited to a maximum living area that is consistent with the Offeror's policies, local building codes, and the surrounding neighborhood.

2. The Agricultural Infrastructure Envelope may have structures supporting agricultural operations on the Real Property, such as barns, equipment sheds, a farm stand, and farm labor housing.

Except for minor structures that support the agricultural use (e.g., pumphouses, solar panels for wells) or temporary structures that support habitat restoration or for health and safety of workers, no structures are permitted outside of these two envelopes, and no additional envelopes shall be created.

e. No Subdivision

The division, subdivision, defacto subdivision, or partition of the Real Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Grantee will not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate or convey any parcel associated with the Real Property or portion of any parcel of the Real Property separately or apart from the Real Property as a whole.

f. Transfer of the Real Property.

Offeror shall not transfer any interest in any or all portions of the Real Property unless: (1) the Council provides prior written approval of the transfer, (2) Offeror reserves ownership of an agricultural conservation easement; and, (3) the State receives its proportionate share of the net proceeds as provided in Section 21 of Exhibit D to the Grant Agreement.

Reservation of an Agricultural Conservation Easement.

1. Prior to or concurrently with Offeror's conveyance of the fee title of this Real Property, Offeror must reserve ownership of an agricultural conservation easement on this Real Property. The easement holder and the owner of the fee title cannot be the same party.
2. The agricultural conservation easement must be substantially in the form of the conservation easement template included as Exhibit J to the Grant Agreement.
3. The easement holder must 1) be authorized by California law to acquire and hold conservation easements, 2) have similar purposes to preserve agricultural lands and open space, 3) be financially able to assume all of the obligations of Grantee, 4) and expressly

agrees to assume the responsibilities imposed on the Grantee through the Grant Agreement.

4. From the compensation received by the Grantee, the Department must receive its proportionate share of the net proceeds per Section 21 of Exhibit D to the Grant Agreement.

Leases that comply with the requirements of the Grant Agreement are exempt from this restriction. However, unless and until this Offer is terminated, the Grantee shall ensure that each lease must expressly acknowledge and be subordinate to the restrictions herein. Leases shall also be subject to the terms of this Offer, including that if the Real Property is transferred, an agricultural conservation easement superior to the lease will be reserved.

Permanent separation of water or water rights is prohibited. Only that quantity of water or water rights that is not necessary for present or future agricultural production on the Real Property may be temporarily distributed on an annual basis. Any temporary distribution shall not impair the current or future agricultural use or open space character of the Real Property.

3. Condemnation.

Condemnation means a permanent taking through the exercise of any government power (by legal proceeding or otherwise) by any party having the right of eminent domain ("Condemnor"); or through a voluntary sale or transfer by Offeror to any Condemnor, either under threat of exercise of eminent domain by a Condemnor or while legal proceedings for eminent domain are pending. If the Real Property is under threat of condemnation or has been condemned, Offeror shall promptly notify the Council and Department of Conservation in writing, and Offeror shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, Offeror shall promptly pay the State ___% of the condemnation proceeds, which is the percentage of the total acquisition cost originally contributed by the Council.

If the Accepting Party accepts this Offer due to the threat of condemnation and receives proceeds following condemnation, the Accepting Party shall distribute a proportionate share to the Offeror not to exceed Offeror's contribution to the acquisition costs. If an Accepting Party accepts this Offer due to the threat of condemnation, and condemnation does not occur,

then the Accepting Party shall either reconvey the Real Property to the Offeror or pay to Offeror the amount of Offeror's contribution to the acquisition costs, unless the Accepting Party and Offeror agree otherwise.

4. Other Remedies.

Notwithstanding any other provision of this Offer, the Council may use any remedy available in law or equity to enforce the covenants and restrictions contained in this Offer, or to enforce any other covenants and restrictions contained in the Grant Agreement, including the Conditions of Funding contained in Exhibit F to the Grant Agreement.

5. Benefit and Burden.

The Offer shall run with and burden the Real Property. All obligations, terms, conditions, and restrictions contained in this Offer shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the Real Property from the date of recordation of this document, and shall bind Offeror and all its successors and assigns. This Offer shall benefit the State of California.

6. Construction of Validity.

If a court in a final determination holds any term or restriction of this Offer invalid, no other provision shall be affected, and such determination shall not terminate or otherwise affect this Offer.

7. Term.

This Offer is irrevocable, and recordation of an acceptance in the form of Attachment 2 to this Offer by an Accepting Party shall have the effect of a grant of the Real Property to the Accepting Party.

This Offer shall remain in full force and effect until the Real Property is encumbered with an agricultural conservation easement and the Department has received its proportionate share of the net proceeds.

8. Amendment.

No change to this Offer shall be valid unless made in writing, signed by Offeror and the Council, and recorded in the Official Records of _____ County, California.

Offeror executes this document on the date first written above.

GRANTEE:

By:

Print Name:

Title:

Date:

Notary Page

Attachment 1 – Legal Description

Attachment 2 – Certificate of Acceptance

SAMPLE ONLY. NOT FOR SIGNATURE OR RECORDATION

Recording Requested By and
When Recorded Return to:

Strategic Growth Council

Address 1

Address 2

Sacramento, CA #####

Attn: Legal Counsel:

Project:

EXEMPT FROM RECORDING FEES – GOV. CODE SECTION 6103, GOV. CODE
SECTION 27383

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Real Property offered to the State of California, acting by and through the {insert Accepting Party}, in the IRREVOCABLE OFFER TO CONVEY TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS ("the offer") executed by the _____ on _____, and recorded on _____ as Instrument No. _____ in the Official Records of the County of _____, pursuant to the authorization of the Strategic Growth Council, Resources Agency, State of California, adopted on _____ on the basis of findings made in accordance with Section 1 of the Offer.

STATE OF CALIFORNIA
Department of Conservation
GRANT AGREEMENT
Sustainable Agricultural Lands Conservation Program

[Grantee Name]
[Grant Agreement Number]
Fee Acquisition Grant
Page **207** of **260**

STATE OF CALIFORNIA
RESOURCES AGENCY
STRATEGIC GROWTH COUNCIL

By:

Print Name:

Title:

Date:

STATE OF CALIFORNIA
{Accepting Party}

By:

Print Name:

Title:

Date:

Exhibit J, Conservation Easement Template

APPENDIX H – Planning Grant Pre-Proposal

Submittal Requirements

All applicants are encouraged to provide the Department with a structured summary of their proposed project prior to the full application deadline.

By providing basic information about the potential project’s scope and goals, Department staff can provide preliminary technical assistance to the applicant in advance of completion of full project application.

Please submit the items below to the Department of Conservation via email to salcp@conservation.ca.gov.

Basic Information

Project Title: Click or tap here to enter text.

Applicant Name: Click or tap here to enter text.

Department / Office: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Project Funding

Location (County and/or City): Click or tap here to enter text.

State Assembly District: Click or tap here to enter text.

State Senate District: Click or tap here to enter text.

Priority Population Status: Y N [If yes, attach [Priority Population Benefits Table](#) with your application].

Grant Request Amount: Click or tap here to enter text.

Matching Funds Pending: Click or tap here to enter text.

Matching Funds Committed: Click or tap here to enter text.

Total Estimated Project Cost: Click or tap here to enter text.

Applicant Information

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Has the applicant received Technical Assistance (TA) from a SALC-funded TA provider previously?: Y N

Executive Summary and Proposed Planning Project

Please provide a brief overview of the project (**1-page** maximum). This overview should describe the following:

- Provide a brief description of the proposed planning project.
- Why the proposed project is appropriate for protecting agricultural lands in the jurisdiction.
- Participating stakeholders.
- Any critical deadlines.

Preproposal Questions

1. Are you a county, city, local area formation commission, council of government, municipal planning organization, regional transportation planning agency, groundwater sustainability agency, or special district with land use or transportation planning authority, and federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission?
2. Are you a Resource Conservation District, special districts with a mission related to agricultural preservation, academic institutions, land trusts and other agricultural non-profit organizations? Have you partnered with one or more of the organizations listed above? Will you be able to provide evidence, by the time of the application, that one or more of the organizations listed above will enter into a memorandum of understanding for the project demonstrating support for the project and SALC's purposes? Please provide information detailing the partners roles in the project and confirmation that the partners will consider adopting the plan resulting from the project.
3. Describe the proposed planning project. Include details such as the anticipated outcomes and deliverables; agricultural land base, economy, regional food systems and infrastructure within the project area; and amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).
4. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks? Include an overview of anticipated data sets, tools, and policies to be reviewed, aligned with, or created during the course of the work plan.
5. How will the project avoid or reduce greenhouse gas emissions?

6. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
7. How is the proposed plan consistent with California's Planning Priorities?
8. What economic, environmental, public health, cultural or other co-benefits that would arise from the project? How will those co-benefits be measured?
9. How will the project benefit priority populations; beginning or Veteran farmers and ranchers; residents of disadvantaged or low-income communities; or federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission and/or a priority population?
10. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?
11. What is the applicant's experience in developing and implementing similar projects? What are the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there professional staff qualified to develop and successfully implement the proposal? If not, please describe how will the applicant acquire this expertise.
12. Which stakeholders will participate in the proposed project? How will these stakeholders participate?

Map(s) of the Project area

Please provide a map or image depicting the area to be covered by the proposed project. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Examples of maps include [Important Farmland Maps](#), Spheres of Influence, priority planning areas, and other protected lands. Protected lands databases can be found at the following locations:

[National Conservation Easement Database](#)

[California Protected Area Database](#)

[California Conservation Easement Database](#)

Maps or images must print into an 8 ½" x 11" sheet of paper.

Geographic information system (GIS) data may be submitted along with digital map products.

APPENDIX I – Planning Grant Application

Submittal Requirements

Please use the Grant Application Checklist found below to ensure that all necessary materials are submitted to facilitate prompt application review. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Application Requirements

Applicants are highly encouraged to submit a pre-proposal to the Department prior to applying. Please refer to the Pre-Proposals section of the Guidelines for additional information.

Receipt of the digital application by the Department determines the official submittal date and time. SALC staff will acknowledge receipt of the digital application via email to the Contact Person listed on the Cover Sheet.

Please submit the items below to the Department of Conservation via email to salcp@conservation.ca.gov.

Planning Grant Application Checklist

All grant applications must include the following:

Please indicate with a checkmark that these items are included in your application.

- Completed Cover Sheet
- Executive Summary
- Application Questions
- Work Plan
- Budget
- Map(s) of the Project's Geographic Area
- Signed Authorizing Resolution from Governing Bodies
- Priority Population Benefits Checklist (Optional)
- Stakeholder Collaboration Letters (Optional)

Materials should be presented in the order indicated in the checklist. Clearly number and label each item, and number all pages in sequential order.

Please do not submit additional materials that have not been specifically requested (e.g., press clippings or brochures) as they will not be considered during the evaluation.

Planning Grant Cover Sheet

Basic Information

Project Title: Click or tap here to enter text.

Applicant Name: Click or tap here to enter text.

Department / Office: Click or tap here to enter text.

Federal Employer ID Number: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Project Funding

Location (County and/or City): Click or tap here to enter text.

State Assembly District: Click or tap here to enter text.

State Senate District: Click or tap here to enter text.

Priority Population Status: **Y** **N** *[If yes, attach Priority Population Benefits Table]*

Grant Request Amount: Click or tap here to enter text.

Matching Funds Pending: Click or tap here to enter text.

Matching Funds Committed: Click or tap here to enter text.

Total Estimated Project Cost: Click or tap here to enter text.

Applicant Information

Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Was this project developed with assistance from a SALC Technical Assistance Provider?: **Y** **N**

If yes, provide details: Click or tap here to enter text.

Executive Summary

Please provide a brief overview of the project (**1-page** maximum). This overview should describe the following:

- Describe the planning project(s) being proposed.
- Why the proposed project is an appropriate planning project for protecting agricultural lands in your jurisdiction.

- Who are participating stakeholders and how will they be incorporated into the plan.
- Any critical deadlines.

Application Questions

The questions below are designed to solicit specific facts regarding how the proposal addresses the SALC goals and objectives. Please respond to all questions in the order listed and clearly label each question and answer. Points will be attributed to each section and not to individual questions. If a question does not apply to your proposed work, indicate that it is not applicable (“N/A”). Please limit your response to **ten (10)** pages.

1. Are you a county, city, local area formation commission, council of government, municipal planning organization, regional transportation planning agency, groundwater sustainability agency, or special district with land use or transportation planning authority, or a federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission?
2. Are you a Resource Conservation District, special districts with a mission related to agricultural preservation, academic institutions, land trusts and other agricultural non-profit organizations? Have you partnered with one or more of the organizations listed above? Will you be able to provide evidence by the time of the application that one or more of the organizations listed above will enter into a memorandum of understanding for the project demonstrating support for the project and SALC’s purposes? Please provide information detailing the partners roles in the project and confirmation that the partners will consider adopting the plan resulting from the project.
3. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables; agricultural land base, economy, regional food systems and infrastructure within the project area; and amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).
4. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks? Include an overview of anticipated data sets, tools and policies to be reviewed, aligned with, or created during the course of the work plan.

5. How will the project avoid or reduce greenhouse gas emissions?
6. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
7. How is the proposed plan consistent with California's Planning Priorities?
8. What economic, environmental, public health, cultural or other co-benefits that would arise from the project? How will those co-benefits be measured?
9. How will the project benefit priority populations; beginning or Veteran farmers and ranchers; residents of disadvantaged or low-income communities; or federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission and/or a priority population?
10. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?
11. What is the applicant's agency's experience in developing and implementing similar projects? Are there the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there the professional staff qualified to develop and successfully implement the proposal? If not, please describe how you will the applicant acquire this expertise.
12. Which stakeholders will participate in the proposed project? How will these stakeholders participate?

Work Plan

Applicants must provide a detailed work plan that specifies the tasks, sub-tasks and deliverables that will be performed including a schedule and cost estimates. The cost estimate and schedule should be of sufficient detail to allow assessment of the applicant's progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

Budget

This section will identify the total estimated project cost using the budget table below. The total estimated cost should be broken down to clearly delineate grant funds requested and match funding. Additional rows may be added to each section as appropriate. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement. To use the incorporated budget, double click the chart and enter data in the pop up excel sheet. The data will save automatically in the chart shown in this application.

Attachment 4: Budget Detail Worksheet:					
Grantee Name:		Grant #:			
Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimbursement		Grand Total
			Request	Grantee Match	
Task 1 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 2 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 3 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 4 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Task 5 [Task Name]					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -
Grand Total			\$ -	\$ -	\$ -
TABLE 2: RATES DETAIL					
Title	Rate (\$/hour)	Notes			
Staff Rates		**Hours will vary by position. Amount for reimbursement not to exceed amount stipulated and allocated by workplan phases.			
[Position Title]	\$0.00				
[Position Title]	\$0.00				
[Position Title]	\$0.00				
Consultant	*Total amount not to exceed that which is listed in this budget component of the grant agreement.				

Map(s) of the Project Geographic Area

Applicants must provide a map or image depicting the area to be covered by the proposed plan. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Maps or images must print into an 8 ½" x 11" piece of paper.

Geographic information system (GIS) data or Google Earth (.kmz) files may be submitted along with digital map products.

Signed Authorizing Resolution

Applicants must submit a signed Resolution of Support authorizing work to be completed under the proposal. The resolution must:

- Approve the filing of an application for the proposed project;
- Certify that the Applicant understands the assurances and certification in the application;
- Certify that the Applicant will have sufficient funds to meet the match requirement;
- Certify that the Applicant will work towards the California's Planning Priorities;
- Authorize entrance into a grant agreement with the Department for the project and agree to accept the template included in the Guidelines; and,
- Authorize a designated individual, or designee, as agent to accept the award of grant funding and to, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the plan.
- If the application is from an entity other than county, city, local area formation commission, council of government, municipal planning organization, regional transportation planning agency, groundwater sustainability agency, or special district with land use or transportation planning authority, and federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, then the resolution must also include a statement the applicant will enter into a memorandum of understanding with one of those entities.

The resolution must provide acknowledgement that the Applicant understands and accepts that they must cover the costs to complete work related to the

development and execution of the planning project until reimbursement by the State.

Priority Population Benefits Checklist (Optional)

Applicants choosing to claim priority population benefits must submit a priority population benefits checklist. Please download and submit a copy of the checklist from the [CARB website](#).

A mapping tool to determine whether a project location is within a priority population census tract is available. Also refer to the Guidelines for further information.

Stakeholder Collaboration Letters

A county, city, local area formation commission, council of government, municipal planning organization, regional transportation planning agency, groundwater sustainability agency, or special district with land use or transportation planning authority, and federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission may provide copies of letters from collaborating stakeholders demonstrating the stakeholder's specific role in the development or implementation of the Agricultural Land Conservation Planning project.

Other applicants must provide a letter or resolution from at least one of those entities that they will enter into a memorandum of understanding for the project that details their role in the project and their consideration to adopt the plan.

Applicants may also provide copies of letters from entities within the project geographic area and from the local community which are not participating stakeholders, but which support the Agricultural Land Conservation Planning project.

APPENDIX J – Planning Grant Agreement

[Grant agreement starts on next page]

State of California - Department of Conservation
GRANT AGREEMENT DOC6
(revised 12/18)

GRANT AGREEMENT
 NUMBER: [REDACTED]
 FISCAL NUMBER:
 [REDACTED]

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and [REDACTED] ("Grantee").

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

3. The maximum amount of this Grant Agreement is: \$ [REDACTED]

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

Exhibit A, Scope of Work	[REDACTED]	Page(s)
Attachment 1: Authorized Signatory Form	[REDACTED]	Page(s)
Attachment 2: Work Plan	[REDACTED]	Page(s)
Attachment 3: Final Report	[REDACTED]	Page(s)
Exhibit B, Budget Detail and Payment Provisions	[REDACTED]	Page(s)
Attachment 4: Budget Detail Worksheet	[REDACTED]	Page(s)
Attachment 5: Invoice Template	[REDACTED]	Page(s)
Attachment 6: Invoice Dispute Notification Template	[REDACTED]	Page(s)
Exhibit C, General Terms and Conditions	[REDACTED]	Page(s)
Exhibit D, Special Terms and Conditions	[REDACTED]	Page(s)
Exhibit E, Award Letter	[REDACTED]	Page(s)
Exhibit F, Guidelines	[REDACTED]	Page(s)

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

GRANTEE

GRANTEE'S NAME

[REDACTED]

BY (Authorized Signature)

[Signature]

DATE SIGNED

[REDACTED]

PRINTED NAME AND TITLE OF PERSON SIGNING

[REDACTED]

ADDRESS

[REDACTED]

STATE OF CALIFORNIA

Agency Name: Department of Conservation

BY (Authorized Signature)

[Signature]

DATE SIGNED

[REDACTED]

PRINTED NAME AND TITLE OF PERSON SIGNING

[REDACTED]

ADDRESS

715 P Street, Sacramento, CA 95814

Exhibit A, Scope of Work

Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities Program, supports the California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. Auction revenues from the Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC and which operate under the umbrella of California Climate Investments. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

Agricultural Land Conservation Planning grants provide funds to cities and counties in collaboration with local stakeholders to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses. This component of the program incentivizes local governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces greenhouse gas emissions, supports job creation, and benefits priority populations.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

The Project is Defined by the Application and Award Letter

The Council released the final [name of guidelines] on [Date] (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and was awarded a grant to fund the project described in the application. [Insert description of project]. The project is subject to any conditions contained within

the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Agreement.

Authorized Signers

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

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

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

Project Representatives

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

Department

Name:

Title:

Phone Number:

Email:

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

Grantee

Name:

Title:

Phone Number:

Email:

Name:

Title:
Phone Number:
Email:

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

Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 4), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice (Attachment 5) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

Document Submission

A. Electronic Mail

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

B. Correspondence

Correspondence and documents must be submitted via email to: [Insert Grant Manager Email]

Reporting Requirements

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

- A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Exhibit D, Section 5.
- B. Use the Final Report Template, which is attached as Attachment 3.
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).
- D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

Attachment 1: Authorized Signatory Form

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

Grantee Authorized Signatory:

Name:

Title:

Signature:

Date:

Delegated Authorized Signatories:

Name:

Title:

Signature:

Date:

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

Name:

Title:

Signature:

Date:

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

Attachment 2: Work Plan

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

Attachment 3: Final Report

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

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan (Attachment 2 to the Grant Agreement), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Attach any relevant documents to this report. If the documents cannot be sent electronically, notify the Grant Manager.

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

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

Name:

Title:

Signature:

Date:

Exhibit B, Budget Detail and Payment Provisions

Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see Exhibit B, Section 5.

How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- C. A request for payment shall consist of:
 - i. The Invoice (Attachment 5) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 4).
 - iii. Supporting documentation for reimbursement of funds (e.g., timesheets, activity logs, subcontractor invoices, cancelled checks).
- D. Submit a summary of matching funds spent on the project during the invoice period. Supporting documentation (e.g., timesheets, activity logs, invoices, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).

- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines (Exhibit F).

Travel Reimbursement

- A. Travel may not be reimbursed in accordance with the Guidelines.

Budget Modifications

- A. Grantee must keep the Budget Detail Worksheet up to date.
- B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

- C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in Exhibit B, Section 8.

Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
- i. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
 - ii. Changes to project representatives, see Exhibit A, Section 4.
 - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see Exhibit B, Section 7.
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

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

Attachment 5, Invoice

Date:

California Department of Conservation
 Division of Land Resource Protection
 Attn: [grant manager]
 715 P Street, MS #1904
 Sacramento, CA 95814

Grant Number:

Invoice #

Invoice Period:

Total Invoice Amount:

Remit to: [Grantee name]

[Grantee mailing address]

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Subcontractor					
Current Total					
Cumulative Total					
Allocated Total					

Work Plan Task #	Description of Work Completed
1	Please refer to specific deliverables in the Budget and Work Plan.
2	
3	
4	

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed
1			
2			
3			
4			

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

Print Name:	Print Title:
Signature:	Date:

Attachment 6, Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source |
| <input type="checkbox"/> Other not listed above: | |

Comments:

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

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

Approval

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

Amendment

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

Assignment

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

Records Retention

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

Audit

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

supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

Indemnification

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

Disputes

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

Independent Grantee

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

Non-Discrimination Clause

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

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

Timeliness

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

Governing Law

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

Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Attachment 4), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

No Third-Party Beneficiaries

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

Project Monitoring and Oversight

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

Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 6) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number

- A complete description of the basis for the dispute
- Legal authority or pertinent facts, supporting arguments and documentation
- Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
715 P Street, MS 1904
Sacramento, CA 95814

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

Termination

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

Waiver of Rights

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

- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.

- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

Stop Work

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

Publicity

Grantee agrees that it will acknowledge the support of the California Strategic Growth Council, California Climate Investments, and Department of Conservation whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

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

"Funds for [Project name or type] were made available through the California Strategic Growth Council's Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All

press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

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

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines (Exhibit F).

Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the organization's drug-free workplace policy statement.

- ii. Agree to abide by the terms of the organization's statement as a condition of employment on this Grant Agreement.

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

Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

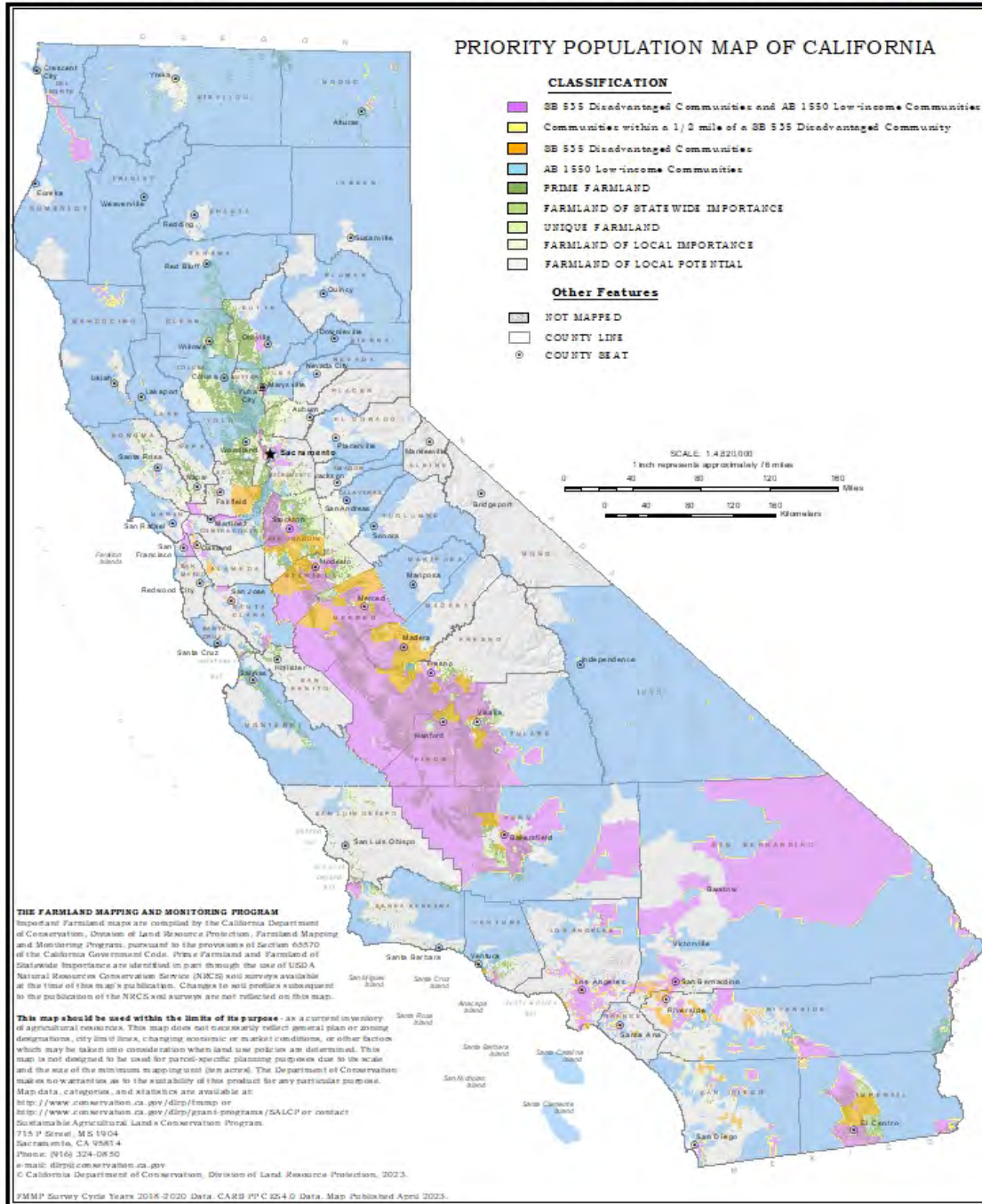
[Insert Guidelines here.]

APPENDIX K – Priority Populations-Important Farmland Map



STATE OF CALIFORNIA
 Gavin Newsom, Governor
 THE NATURAL RESOURCE AGENCY
 Wade Crowfoot, Secretary
 DEPARTMENT OF CONSERVATION
 David Shabazzian, Director

CALIFORNIA DEPARTMENT OF CONSERVATION
 DIVISION OF LAND RESOURCE PROTECTION
 SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM



APPENDIX L – Glossary

The terms used in these grant Guidelines are defined as follows:

AB 32 (Chapter 488, 2006): Assembly Bill 32, or the California Global Warming Solutions Act of 2006, establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases. It codifies in the Health and Safety Code declarations about the serious threats posed by global warming and the intent of the Legislature to ensure coordination among state agencies and all affected stakeholders in the development of regulations to implement this law.

Affordable Housing and Sustainable Communities (AHSC) Program: The AHSC Program furthers the regulatory purposes of AB 32 and SB 375 by investing in projects that reduce greenhouse gas emissions by creating more compact, infill development patterns; encouraging active transportation and mass transit usage; and protecting agricultural land from sprawl development. These projects, described in the AB 32 Scoping Plan, support climate objectives and co-benefits by reducing vehicle miles traveled and associated greenhouse gas and other emissions, or by making strategic investments that protect agricultural lands to reduce greenhouse gas emissions.

Agricultural Conservation Easement (easement): A voluntary, legally recorded deed restriction in perpetuity, as defined in Section 815.1 of the Civil Code. The easement removes development pressure, prohibits practices that would damage or interfere with the agricultural use of the property, and prevents the restriction of agricultural husbandry practices. The easement remains in effect even when land changes ownership and maintains the land in private ownership and on the tax rolls. The easement must be held by a qualified Section 501(c)(3) California nonprofit organization, or a local government, both of which must state that one of their primary purposes is the protection of agricultural use.

Agricultural Land: For the purposes of this program, agricultural land includes both cultivated and non-cultivated lands that support an agricultural use.

Agricultural use: For the purposes of SALC, agricultural activity, operation or facility or appurtenances thereof shall include the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity including viticulture, apiculture, or horticulture, the raising of livestock, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with those farming operations, including preparation for market, delivery to storage or to market, or delivery to carriers for transportation market. This definition shall also include gathering and

activities that promote healthy trees, shrubs, and perennial forbs for the cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes so long as such activities are led by or conducted in partnership with a California Native American tribe or members thereof.

Applicant: An organization requesting funding from this program to be administered by the State. Eligible applicants for the Agricultural Conservation Easement Grants include local governments, nonprofit organizations, resource conservation districts, or a regional park or open-space district, regional park or open-space authorities, and California Native American tribes as identified in Civil Code Section 815.3.

Applicant's stated purpose: As described in adopted by-laws, articles of incorporation, policy, or resolution of the applicant's governing body (does not include statements on website)

Baseline Conditions Report: A comprehensive document that describes the condition of a property placed under conservation easement. The Baseline Conditions Report (BCR) is compiled by the easement holder and is referred to during future monitoring of the easement to determine whether the terms and conditions of the easement are being upheld.

Beginning Farmer or Rancher: A farmer or rancher who has listed farmer, rancher, or a similar occupation on their taxes for not more than the last ten years.

Carbon Farm Plan: A whole farm plan that assesses the carbon sequestration potential of the property and describes management practices to reduce greenhouse gas emissions and increase carbon sequestration based on that assessment.

Co-Applicant: An organization or entity that is eligible to apply for funding under the SALC and applies for funding in partnership with a second organization.

Co-Benefits: The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation, acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits." (U.S. Environmental Protection Agency)

Conservation easement: An interest in land, less than fee simple, which represents the right to prevent the development or improvement of the land, as specified in Section 815.1 of the California Civil Code. For the purposes of the

SALC, the easement is held to prevent any use that may diminish or impair purposes other than agricultural production.

Conservation management plan: A plan that describes recommended and required management activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired.

Conservation management practices: Conservation management practices include agricultural management practices that sequester carbon, reduce atmospheric GHGs and improve soil health. These practices can include United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Conservation Practice Standards (CPS), and California Department of Food and Agriculture Healthy Soils Program Practices.

Cost effectiveness: Defined as the greenhouse gas reduction identified by the Quantification Methodology per dollar of California Climate Investment Funding requested.

Employment Outcomes: Employment outcomes include the following categories—the job classification or trade supported, any job training credentials, the number of jobs provided per classification, the number of jobs provided to employees from priority populations, total hours worked on the project, total hours worked by employees from priority populations, average hourly wage, average hourly wage for employees from priority populations, total number of workers that completed job training (if relevant), and a description of job quality.

Fully-Burdened rate: The actual cost of a company to have an employee, aside from the salary the employee earns. Labor burden costs include benefits that a company must, or chooses to, pay for employees included on their payroll. These costs include but are not limited to payroll taxes, pension costs, health insurance, dental insurance, and any other benefits that a company provides an employee.

Fund or Funds: Monies authorized by the California Budget Act from the Greenhouse Gas Reduction Fund (GGRF) to the Strategic Growth Council to develop and administer the Affordable Housing and Sustainable Communities (AHSC) Program. Health and Safety Code Section 39719(b)(1)(C), apportions twenty percent (20%) of the GGRF's proceeds on an annual basis to AHSC beginning in FY 2015-16.

Grant Administrator: An employee of the State who manages grants, also called a Grant Manager.

Grant Agreement: A contractual arrangement between the Department and grantee specifying the payment of funds by the Department for the execution of the work program by the grantee.

Grant Performance Period: The beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 24 months.

Grant term: The period beginning upon the Department Director's signature of the grant agreement, during which the grantee and the Department execute the work program outlined in said agreement.

Grantee: An applicant that has signed an agreement for grant funding with the State.

Greenhouse Gases: Include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Habitat Transition Zones: Areas along an elevational gradient where two habitats overlap or meet, and that provide opportunities for species migration as climate changes.

Including: Including means "including, but not limited to."

Infrastructure: Specific to SALC, infrastructure refers to the resources upon which an agricultural business relies. This includes, but is not limited to, seed and fertilizer suppliers, veterinary services, water and energy distribution, transportation, drying or processing facilities, and storage or marketing facilities.

Joint Proposal: An application submitted for the Sustainable Agricultural Lands Strategy and Outcome Grants by one lead eligible applicant with one or more eligible applicant(s) (co-applicant). A single Budget and Work Plan must be submitted by the lead applicant. The Budget and Work Plan must describe the funds that will be distributed to lead and co-applicants and identify general activities for which they are used.

Land Trust: A private, nonprofit organization that holds a tax exemption as defined under Section 501(c)(3) of the Internal Revenue Code, and further qualifies as an organization under Section 170(b)(1)(A)(vi) or 170(h)(3) of the Internal Revenue Code. For purposes of the SALC, land trusts eligible to hold agricultural conservation easements must have among their purposes the conservation of agricultural lands.

Living Area: Specific to the SALC, living area is defined by the local jurisdiction that oversees permitting of the project area. Please refer to your local jurisdiction for additional information.

Local Agency Formation Commission (LAFCO): The Cortese-Knox Local Government Reorganization Act (Government Code Section 56000, et seq.) established Local Agency Formation Commissions in each county, empowering them to review, approve or deny proposals for boundary changes and incorporations for cities, counties, and special districts. Among the purposes of a LAFCO are discouraging urban sprawl, preserving open-space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances (Government Code Section 56301). One of the primary planning tasks is the establishment of “Spheres of Influence” for the various governmental bodies within their jurisdiction.

Natural Resources: The materials and functions that comprise the natural wealth of an area’s ecosystems, including the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

Participating Stakeholder: Cities, counties, local agency formation commissions (LAFCOs), agricultural businesses, agricultural water providers/purveyors, non-governmental organizations (NGOs), community members, and Native American tribes.

Partner(s): Nonprofits, resource conservation districts, or other stakeholders with an interest in conserving agricultural land that are included or play a role in the Applicant’s proposed scope of work.

Project Geographic Area: For purposes of SALC, the physical geographic extent of a proposal assessed to estimate the GHG emission reductions at the application stage; only agricultural lands within the project geographic area that are determined to be at risk of conversion are considered when quantifying the GHG benefit.

Project structure: Attributes that define the agricultural conservation easement project including acreage, boundary, legal access, reserved rights, prohibited uses, fee ownership, mineral estate, and co-benefits.

Reasonable Associated Costs: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

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

Regional Plan: Either of the following: 1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable State requirements, OR 2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of Chapter 2.5 (commencing with Section 65080) of Division 1 of title 7, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. If a California Native American Tribe is the applicant, regional plan also includes plans demonstrating a commitment to reduce greenhouse gas emissions, such as an adopted air quality plan, international agreement to which the tribe is signatory, or an agreement with other tribal authorities demonstrating a commitment to reduce greenhouse gas emissions.

Reserved rights: Rights expressly retained or proposed to be retained by the landowner/grantor of an agricultural conservation easement.

Socially Disadvantaged Farmer and/or Rancher: Per California Food and Agriculture Code § 512, a farmer or rancher who is a member of a socially disadvantaged group.

Specific Plan: A tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted

either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

Sphere of Influence (SOI): The SOI is a plan for the probable physical boundaries and service area of a local government agency (Government Code Section 56076). One of the primary planning tasks of each county's LAFCO is the establishment of SOIs for the governmental bodies within their jurisdictions.

State: For purposes of the SALC, State is a general term including the Strategic Growth Council, Department of Conservation, and the Natural Resources Agency or its representatives.

California's Planning Priorities: As defined under Government Code Section 65041.1: The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows:

- A. To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.
- B. To protect environmental and agricultural resources by protecting, preserving, and enhancing the State's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the State as deserving special protection.
- C. To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
 - i. Uses land efficiently.
 - ii. Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
 - iii. Is located in an area appropriately planned for growth.
 - iv. Is served by adequate transportation and other essential utilities and services.
 - v. Minimizes ongoing costs to taxpayers. ([Government code 65041.1\(c\).](#))

Stewardship Fund: Funds dedicated solely for the long-term stewardship of conservation easements. These funds are set aside by the easement holder at the recordation of a conservation easement and dedicated to ensure funding for the cost of annual monitoring and evaluation of easement threats.

Subcontractor: An entity contracting with the applicant that will participate in the proposed work program submitted by the applicant. Subcontractors must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the subcontractor. The State pays the lead applicant, who then pays the subcontractor.

Sustainable Communities Strategy (SCS): A plan that coordinates transportation and land use planning as described in the Sustainable Communities and Climate Protection Act of 2008 in order to meet a region's GHG reduction targets. Each Metropolitan Planning Organization (MPO) shall consider the best practically available scientific information regarding resource areas and farmland in the region when compiling their SCS. Each SCS must be reviewed and accepted by CARB