CALIFORNIA
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM

GRANT GUIDELINES & APPLICATIONS

PART OF
CALIFORNIA CLIMATE INVESTMENTS

STATE OF CALIFORNIA

STRATEGIC GROWTH COUNCIL

Draft Final
February 2020

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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 6 (proposed, subject to change)

Draft Guidelines released for comment	December 20, 2019
Public comment closed	January 27, 2020 12 p.m.
Guidelines adopted	February 25, 2020
Acquisition Pre-proposal due	April 30, 2020
Planning Pre-proposal due	July 1, 2020
Determination of available funding	September 2020
Full Applications due	August 28, 2020
Project Awards	December 2020

Contact for Questions

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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. 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.

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 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 at risk of conversion to non-agricultural uses.

SALC Goals and Objectives

The principal goals of SALC are to:

- Protect agricultural lands to support infill and compact development[1]
- Further the purposes of AB 32 by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to nonagricultural uses.

These Guidelines prioritize projects that:

- Demonstrate the greatest potential to protect lands most at risk of conversion to residential or urban development,
- Avoid GHG emissions,
- Promote agricultural sustainability,
- Support land use planning processes consistent with the goals of AHSC,
- Support or improve public health, and
- Provide multiple co-benefits.

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. To the maximum extent feasible, SALC will work with other administering agencies to provide multiple benefits and to maximize the benefits from each program. This coordination may include sharing information about a project or applicant.

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

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 projects may be available from previously funded projects that withdraw or come in under budget.

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[1] Public Resources Code Section 75210

Up to three fee acquisitions and not more than twenty five percent (25%) of available funding is available for fee acquisition pilot projects. Funds not awarded for fee title acquisition pilot projects may be awarded to fund easement acquisitions or planning grants. Up to five percent (5%) of the available funding may be reserved for Planning grants. Planning grants have a maximum grant award of $250,000. There is no maximum award for Acquisition grants. Funds not awarded under the Planning component may be used to increase available funding for the Acquisition component.

GHG Quantification and Jobs Reporting

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 measures avoided greenhouse gas emissions based on the estimated vehicle miles traveled avoided by protecting agricultural land at risk of conversion 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.

Jobs

To the extent feasible, all California Climate Investments programs must foster job creation by selecting and supporting projects carried out by California workers and businesses. For all projects, applicants will be required to report the potential employment benefits associated with their project should they be awarded funding. These benefits must be estimated using the jobs co-benefit assessment methodology developed by CARB. For projects where the total project cost exceeds $1 million, grantees will be required to report on the employment outcomes of their projects when the acquisition closes.

As needed, SALC program staff will work with CARB to develop or update project outcome reporting requirements when appropriate.

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. Such benefits are known as co-benefits. Co-benefits associated with SALC projects may include:

Environmental Benefits

- Protection of land of special environmental significance
- Protection of watershed health
- Protection of source water
- Protection of ecosystem services (e.g., wildlife habitat and corridors, pollination, and natural food web adaptation)
- Protection of open space and viewsheds
- Potential for additional carbon sequestration via conservation management practices
- Potential for groundwater recharge
- Reduction in the potential of catastrophic wildfire
- Improvements to air quality

Economic Benefits

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

Public Health Benefits

- Contributions to the preservation of food security
- Access to affordable, nutritious foods
- Potential reductions in food waste
- Cultivation practices that reduce negative public health impacts
- Potential reduction in the risk of wildfire-related air quality issues

Additional Benefits

- Access to cultural resources provided in collaboration with one or more Native American tribes
- Educational opportunities for students or new farmers

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 the 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 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

Priority Population Benefits

Health and Safety Code section 37913 directs state and local agencies to make significant investments that improve California's most vulnerable communities. The statute requires that the GGRF investment plan governing all California Climate Investments programs allocate funding to benefit residents of disadvantaged communities, low-income communities, and low-income households[2] (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 located 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. Funding allocated by the SALC to priority populations is counted toward this AHSC target.

[2] Health and Safety Code Section 39711 defines "disadvantaged communities" and Health and Safety Code Section 39713 defines "low-income communities" and "low-income households."

To benefit priority populations 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.

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 Checklist and provide supporting documentation in their application. Please check 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, with final concurrence determined by CARB.

- Planning grant applications found to benefit priority populations will receive five additional points.
- Acquisition applications where at least 50% of the property is within a priority population area will receive 5 additional points toward its score.
- Acquisition applicants that benefit priority populations will receive an additional five points on their application and may receive one hundred percent funding for eligible costs.

Grant Application

The application processes for Acquisition and Planning grants are detailed in Sections 2 and 3 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

Acquisition 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 grants, details related to an application are public records that may be publicly released in accordance with the California Public Records Act.

Grantees are required to use SGC and CCI 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 are available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

Long Form Materials

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

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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:

Long version:

"[Project Name] is supported by California Strategic Growth Council's Sustainable Agricultural Lands Conservation program with funds from 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."

Short version:

"[Project Name] is supported by California Strategic Growth Council's Sustainable Agricultural Lands Conservation program with funds from California Climate Investments—Cap-and-Trade Dollars at Work."

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 INQUIRIES

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 SGC. Grantees must 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 SGC Communications Office prior to distribution and SGC must be alerted 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 Acquisition Grants

Under the Cap-and-Trade Auction Proceeds Third Investment Plan, 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.

Eligible Applicants

Cities, counties, nonprofit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and California Native American tribes, as identified in Civil Code Section 815.3, 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. The easement holder/conservation buyer must have the conservation of agriculture, rangeland, or farmland 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.

Nonprofit 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.

Nonprofit organizations must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).

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.

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

- The restriction is consistent with the property's continuing agricultural use, and
- 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 not permitted

A restriction on pasture land that would allow only one llama, a family pet, to be grazed with imported llama 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 seventy-five percent (75%) of the value of the agricultural conservation easement.

Fee Acquisition Cost

Pilot projects for fee title acquisitions may be awarded to assess the feasibility of these acquisitions. Up to three fee acquisitions and not more than twenty five percent (25%) of available funding is available for fee acquisition pilot projects. Competitive grants may be awarded to cover up to seventy-five (75%) 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 $375,000 (or 75% of $500,000) toward the purchase of the property.

Associated Costs

All projects approved for funding are eligible to receive up to $50,000—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 $50,000 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 may be required to 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	Ineligible Associated Costs
o Fully-burdened applicant staff time for: • deed negotiations • title work • project mapping • appraisal review and coordination • SALC-required reporting o Technical and legal consulting o Appraisal o Preliminary title report o Baseline conditions report o Escrow fees o Title insurance fees o Property boundary survey(s) o Building Envelope survey(s) o Environmental site assessment(s) o Mineral remoteness evaluation(s) o Tribal consultation(s) o Management Plan	o Costs incurred outside the grant term o Indirect or overhead costs o Travel o Ceremonial expenses o Expenses for publicity o Bonus payments of any kind o Interest expenses o Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise o Services, materials, or equipment obtained under any other State program o Real estate brokerage fees and/or expenses o Stewardship or legal defense funds o CEQA documentation o Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)

Adaptive Management 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 an adaptive management plan for the property.

The adaptive management plan must:

- Be incorporated by reference into the deed
- Prescribe sustainable practices for the protection of air, water, and soil resources on the property
- Be approved by the Department prior to close of escrow
- Be updated at least every ten (10) years

Minimum management plan contents are set forth in Appendix J.

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, 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 pre-proposal worksheet is available in Appendix B.

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 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 to be considered for funding.

Eligibility Criteria
1. The application is for an Eligible Project. **2.** The applicant(s) is/are an Eligible Applicant. **3.** The applicant(s) agree(s) to all Conditions of Funding. **4.** 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. **5.** The property has no known agricultural constraints (e.g., due to soil or water contamination). **6.** Protection of the property will support infill and compact development. **7.** 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. **8.** The project is consistent with California's Planning Priorities **9.** The property is in an area with the necessary market, infrastructure, and agricultural support services to support long-term commercial agricultural production. **10.** The property is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. **11.** The project demonstrates that it will achieve a reduction in GHG emissions using CARB's Quantification Methodology for Agricultural Lands Conservation. **12.** The property is at risk of conversion to non-agricultural uses as determined using at least one of the risk options. 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.

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 (match funding identified or applied for but not secured; plan to address title concerns does not appear sufficient to address those concern(s), plan is not specific, or plan is unlikely to resolve concerns prior to close of escrow because it involves either litigation or an agreement by a third-party; inconsistencies in project structure; or inconsistencies in reserved rights).
C	Larger potential issue/resolution concerns (no match identified; no plan to address title concerns has been identified; project structure unclear; or reserved rights unclear).
D	Project not ready.

The following table 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.

Selection Criteria	Maximum Points
Risk of Conversion/Greenhouse Gases Avoided	
The project avoids a greater number of GHG emissions per acre relative to the other projects within the pool of applications evaluated this round.	**/5**
The property is located within 2 miles of a city sphere of influence for a city with a population greater than 5,000, or within 2 miles of a census designated place (CDP) with a population greater than 5,000.	**/25**
The conserved property would act as or add to a community separator between two communities or a green-belt along the edge of a single community.	**/10**
The property is identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy.	**/10**

Agricultural Use	
The property is likely to support long-term, robust, economically viable, commercial agricultural production. The property provides local or regional food systems benefits.	**/15**
The property has adequate water availability and water quality for agricultural purposes.	**/10**
The property incorporates or is in the process of incorporating on-farm conservation management practices that build soil health for soil carbon sequestration or decrease GHG emissions.	**/10**
The property incorporates or is in the process of incorporating on-farm land management practices that improve water use efficiency, conservation, and reduction; increase use of recycled water; support groundwater recharge; or reduce reliance on groundwater.	**/10**
The project includes development and implementation of a SALC funded management plan.	**/5**
Environmental Co-Benefits	
The property provides environmental conservation values or co-benefits in addition to those specified below.	**/5**
The property is in strategic proximity to other permanently protected lands (e.g., other agricultural conservation easements, habitat conservation easements, or other fee-title protection).	**/5**
The property is identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan.	**/5**
Economic and Fiscal Co-Benefits	
The property provides economic co-benefits.	**/5**
Public Health Co-Benefits	
The property provides public health co-benefits.	**/5**
Other Co-Benefits	
The acquisition will provide access to cultural resources and will be completed in collaboration with one or more Native American tribes.	**/5**
The property will support a farm incubator or other new farmer training program.	**/5**
The property provides other co-benefits.	**/5**
Priority Populations	
At least 50% of the property is located within a priority population area.	**/5**
The property provides priority population benefits.	**/5**
Applicant Capacity	
The applicant has the technical and fiscal capacity to secure and steward the acquired interest, as evidenced by accreditation by the Land Trust Accreditation Commission.	**/5**
Total points received/Total points possible	**/155**

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, 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 B. Application forms are available as Appendix C.

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. Department staff may also review publicly available information as reasonable to verify the provided information. Pre-proposals will be reviewed, and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Applications will be reviewed for completeness, readiness, whether they meet the Eligibility Criteria, 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.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

Application Requirements

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

Agricultural Conservation Acquisition Applications *(All components are required unless otherwise noted)*	
• Grant Application Cover Sheet • Executive Summary (1-page maximum) • Acquisition Summary Sheet • Risk of Conversion Summary Sheet and Supporting Evidence • Certification of Acceptance of Conditions of Funding • Detailed Characteristics of the Project • Applicant Resolution of Support • Letter to Planning Director • Preliminary Title Report, Underlying Documents, and Assessor's Parcel Maps • Applicant-Landowner Letter of Intent	• Appraisal or Support for Estimated Easement Value • Project Geographic Area Map(s) • Building Envelope Map • Documentation of Organizational Capacity* • Documentation of Organizational Eligibility* (documents differ for nonprofit and governmental applicants) • Priority Population Benefits Checklist and supporting documentation *(only required if applying for priority population status)*

*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.

Applicants are required to notify the local government's planning director about the application. 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 application:

- Certification of Acceptance of Conditions of Funding
- Resolution of Support
- 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.

Application materials can be found in Appendix C.

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. Failure to accept these conditions will result in denial 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:

- Clean 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 an adaptive management plan, the Department has approved the plan.
- Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
    - The restriction is consistent with the property's continuing agricultural use, and
    - Agricultural use of the property is not substantially impaired.
- For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.

- 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.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The easement acquisition can be completed within 2 years of grant agreement effective date.

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

- Clean title to the property can be conveyed at close of escrow.
- 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,
  - Prohibits permanent severance of water rights from the fee,
  - Restricts development potential on the property consistent with an agricultural conservation easement,
  - All net proceeds from the lease revenue 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.
- 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, it must be sold within 3 years of purchase.

- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan.
- Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
  - The restriction is consistent with the property's continuing agricultural use, and
  - Agricultural use of the property is not 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 property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The acquisition can be completed within 2 years of grant agreement effective date.

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 disbursal 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 Property Services Section (DGS).

The grant will only fund the appraisal that establishes the acquisition value used to complete the transaction. 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 five percent (5%) without further action by the Strategic Growth Council; or
- Up to fifteen percent (15%) with formal action by and at the discretion of the Strategic Growth Council.

In no case shall the SALC contribution to the purchase price exceed seventy-five percent (75%) 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. Any 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.

Any 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 project 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 (12 months or more) 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. If the applicant submits a full application, a plan to address each title issue should be included in the application. The information within this plan will affect the project's Readiness Ranking. Encumbrances for utility, road, or neighbor rights-of-way are examples of title issues that do not prohibit the conveyance of clean title under SALC.

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.
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.
4. 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.

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 payed 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 will be 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.

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 includes annual monitoring and evaluation of easement threats. 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 necessary 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 3: Agricultural Conservation Planning Grants

Planning grants provide funds to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses, maintaining the economic viability of the region's agricultural lands, and developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products. This component of SALC incentivizes local and regional 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 or avoids greenhouse gas emissions, supports job creation, and benefits priority populations.

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, consensus-based plans that establish comprehensive goals, policies and objectives such as:

- Identifying priority land for conservation;
- Maintaining the economic viability of the region's agricultural industry;
- Developing the required elements set forth in Government Code;
- Developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products;
- Protecting the agricultural land base from conversion nonagricultural uses;
- Avoiding greenhouse gas emissions; and,
- Supporting implementation of sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development.

Plans may address unique regional threats to agricultural land and regional food systems, such as groundwater availability, catastrophic wildfire, agricultural economic viability and infrastructure for production, processing and distribution of agricultural products, how rural and urban areas interface with each other, how land use policies impact each region, and how co-benefits (e.g., habitat, groundwater recharge) can be enhanced.

Work plans should include:

- Community consensus building activities to develop a mitigation strategy for agricultural land when converted to other land uses, including providing general education and outreach about agricultural land conservation; and,
- Stakeholder meetings to support proposed project.

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

Eligible Applicants

Counties, cities, local area formation commissions (LAFCos), councils of government, municipal planning sorganizations, regional transportation planning agencies, groundwater management agencies, and special districts with land use or transportation planning authority are eligible to apply. SALC strongly encourages submission of applications that demonstrate a commitment to meaningful, actionable collaboration with stakeholders from multiple organizations (e.g., neighboring counties, cities, local area formation commissions, agricultural organizations, land trusts, open space districts, community-based organizations, 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 will reimburse grantees and participating stakeholders for all direct costs, including fully-burdened staff costs, incurred during the grant performance period and related to the project. 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. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind. 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.

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
1. The proposal is from an eligible applicant.
2. The proposal is consistent with SALC's goals.
3. The proposal contains clearly stated and reportable objectives, measures of progress, and deliverables.
4. The proposal will avoid greenhouse gas emissions.
5. 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.
6. The proposal demonstrates consistency with California's Planning Priorities.

Ineligible applications will not be scored and include applications that:

- Do not meet the goals of SALC or present an Eligible Project;
- Are not from an Eligible Applicant;
- Do not contain adequate documentation and required application materials, including a work plan, objectives, and deliverables;
- Are not received, in full, by the application deadline.

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	Maximum Points
Project Need The proposal documents the threat of agricultural land conversion, the need to develop a plan to address the threat, how the proposed project will address the conversion risk, and 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.	**35**
Co-Benefits The proposal documents economic, environmental, public health, or other co-benefits.	**25**
Proposal Evidences Collaboration The proposal provides evidence of durable collaboration among stakeholders.	**20**
Planning Integration 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.	**10**
Priority population benefits The proposal benefits a priority population.	**10**
Total possible points	**100**

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 applicants 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 D.

Application forms are available as Appendix F. 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, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

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 4: 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 duration of two years. The acquisition grant agreement is attached as Appendix F. The planning grant agreement is attached as Appendix G. With written justification from the applicant and at the discretion of the Strategic Growth Council, the duration of a grant agreement may be extended by up to an additional year.
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.
3. Grantee submits progress reports as required by the grant agreement. The Department submits project profiles[3] to CARB for use in CARB's annual report to the Legislature.
4. Grantee submits a final report upon completion of the grant agreement in order to receive its final payment. The State may withhold ten percent (10%) of Planning grant project costs and one hundred percent (100%) of remaining acquisition associated costs to ensure that final reports and documentation are received.
5. All acquisitions require post-project annual reports from the interest holder certifying that the conditions of the deed are being upheld.

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.

[3] Profile will 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.

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 – Risk Options

SALC must facilitate the achievement of greenhouse gas emissions avoided as described in CARB's 2018 Funding Guidelines. SALC measures greenhouse gas emissions avoided based on the estimated avoided vehicle miles traveled, soil disturbance caused by construction, and building energy use resulting from protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified at the project level for funded acquisition projects.

Each acquisition project is required to demonstrate that the agricultural lands within the project's boundary will result in avoided greenhouse gas emissions. The risk options listed in this Appendix are used to determine whether a property is at risk of conversion and for the purposes of quantifying a project's avoided greenhouse gas emissions.

The risk options categorize the types and land use densities anticipated, should the proposed site be converted to more intense uses based on local conditions. The density type and project size are used to quantify the number of development rights that would be extinguished by completing the project, which are then used to calculate the anticipated GHG emissions that would be avoided by completing the project.

The Department will quantify the number of development rights to be extinguished based on data provided by applicants. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting their project's risk option.

The following list describes those agricultural lands considered at risk for purposes of CARB's most recent Quantification Methodology for Agricultural Lands Conservation. In order to ensure that projects will result in GHG benefits, applicants must demonstrate that agricultural lands within the project boundary are at risk of conversion using one of the risk options listed below.

Residential Risk: Options to demonstrate risk of conversion for which residential zoning can be used to calculate the number of extinguished development rights:

1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years;
2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;

3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan;
4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan;
5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.

Rural Residential Risk: Options to demonstrate risk of conversion for which rural residential zoning can be used to calculate the number of extinguished development rights:

6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;
7. Agricultural land between two and five miles from land developed or zoned for residential use with an average lot size of one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

APPENDIX B – 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 August 28, 2020 and will not be accepted unless a pre-proposal worksheet was received for the project by the April 30, 2020 deadline.

Pre-proposals will be reviewed, and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions.

Please submit this worksheet along with:

- Preliminary title report that is less than twelve months old, and
- Maps of the project boundaries and location of existing and/or reserved building envelopes.

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

Basic Information		
Project Title		
Location (County and Nearest City)		
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 Checklist]*	
Risk Option number		
Project Funding		
SALC Acquisition Request Amount	$	
Match Amount *(toward easement value only)*	$	
Matching Funds Source	*[i.e., NRCS-ACEP, WCB-CAPP, etc.]*	
Status of Match	*[i.e., application submitted, in grant agreement, etc.]*	
Does all or a portion of the match come from another CCI program?	**Y/N**	*[If yes, indicate source(s) and amounts]*
Estimated Fee Title or Easement Fair Market Value	$	
Associated Costs Request	*[Up to $50,000]*	
Management Plan Request	*[Up to $10,000]*	

Applicant Information	
Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	
Co-Applicant Information *(if applicable)*	
Co-Applicant	
Contact Person	
Phone Number	
Email Address	
Parcel Information	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements	
Restrictions on Agricultural Use?	☐ **Y** ☐ **N** Explanation:
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland Acres mapped by the Farmland Mapping and Monitoring Program.	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	☐ **Y** ☐ **N** Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	☐ **Y** ☐ **N** Explanation:
Water and Mineral Rights	
Water Rights and Source(s)	
Third party mineral rights holder(s)?	☐ **Y** ☐ **N** Explanation:

Severed mineral rights?	☐ **Y** ☐ **N** Explanation:
Evidence of past mining?	☐ **Y** ☐ **N** Explanation:
Existing and Reserved Single-family Residences	
Number of **single-family (SF) residences** currently on the property	
Approximate size of each **SF residence** (square footage of living area)	
Number of additional **SF residences** to be reserved in easement (if any):	
Size restriction (sq. ft), if any, on reserved and/or existing **SF residences**	
Existing Farm Labor Residences	
Number of **farm labor residential** structures/units currently on property	
Approximate size of each **farm labor residence** (square footage of living area)	
Building Envelopes	
Existing Building Envelope(s) on the property?	Number: Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: Approximate Acres (each):
Additional Information	
Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:
Any critical deadlines?	Please describe:
Will you utilize the Minimum Deed Terms?	☐ **Y** ☐ **N**

Risk of Conversion Summary Sheet and Supporting Evidence

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below. Risk options set forth in Appendix A. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property.

The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk
	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.
	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.
	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.
	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.
	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

Preproposal questions

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

More detailed information is required in the full grant application.

1. Confirm that the applicant is an Eligible Applicant as defined on Page 6 of the Guidelines.
2. Confirm that the applicant agrees to all the Conditions of Funding for the proposed project type.
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. 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.
6. Describe how the property will support infill and compact development.
7. 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.
8. Describe how the project is consistent with California's Planning Priorities.
9. Describe the market, infrastructure, and agricultural support services around the property.
10. Provide a brief description of the project, including the current agricultural use of the property. Is the parcel proposed for conservation expected to continue to be used for, and is it large enough to sustain, commercial agricultural production?
11. Provide a brief discussion of the environmental, economic, public health, and other co-benefits that this project will provide.
12. If the proposal is for fee title acquisition, how will 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.

APPENDIX C – Acquisition Grant Application

Applying

This is the application form for Agricultural Conservation Acquisition (Acquisition) Grants under the Round 6 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 6 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 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 2 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.

Applicants must submit the entire application to the Department via email (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		
	Risk of Conversion Summary Sheet and Supporting Evidence		
	Certification of Acceptance of Conditions of Funding		
	Detailed Characteristics of the Proposed Project (7-page maximum)		
	Applicant Resolution of Support		
	Letter to Planning Director		
	Preliminary Title Report, Underlying Documents, Assessor's Parcel Map(s)		
	Buyer-Seller Letter of Intent		
	Appraisal or Support for Estimated Easement Value		
	Project Geographic Area Map		
	Building Envelope Map and Excluded Area		
Documentation of Organizational Capacity *I certify here that the most current versions of the documents below are on* Name, Title Date			
	Proof of Land Trust Accreditation Commission Accreditation **OR** copies of all policies listed below.		
	Easement Amendment		Conflict of Interest Policy
	Monitoring Policy		Easement Enforcement Policy
	Stewardship Endowment Policy		
Documentation of Organizational Eligibility *I certify here that the most current versions of the documents below are on* Name, Title 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)*

ADDITIONAL COMPONENTS *Applicants may submit the following as relevant to their application:*	
	Priority Population Benefits Checklist (required if providing a priority population benefit)
	Maps showing parcel number(s), proximity to Spheres of Influence, plotted easements, and proximity to protected lands.

INTEREST HOLDER DOCUMENTATION *(applicable when the applicant is not the intended holder of the real property interest)*			
	Certification of Acceptance of Conditions of Funding		
	Interest Holder's Resolution of Support		
Documentation of Organizational Capacity *I certify here that the most current versions of the documents below are on record at the Department or attached:* Name, Title Date			
	Proof of Land Trust Accreditation Commission Accreditation **OR** copies of all policies listed below.		
	Easement Amendment Policy		Conflict of Interest Policy
	Monitoring Policy		Easement Enforcement Policy
	Stewardship Endowment Policy		
Documentation of Organizational Eligibility *I certify here that the most current versions of the documents below are on record at the Department or attached:* Name, Title 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)*

Acquisition Grant Application Cover Sheet

Basic Information		
Project Title		
Location (County and Nearest City)		
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 Checklist]*	
Risk Option number		
Project Funding		
SALC Acquisition Request Amount	$	
Match Amount *(toward easement value only)*	$	
Matching Funds Source	*[i.e., NRCS-ACEP, WCB-CAPP, etc.]*	
Status of Match	*[i.e., application submitted, in grant agreement, etc.]*	
Does all or a portion of the match come from another CCI program?	**Y N**	*[If yes, indicate source(s)]*
Estimated Fee Title or Easement Fair Market Value	$	
Associated Costs Request	*[Up to $50,000]*	
Management Plan Request	*[Up to $10,000]*	
Applicant Information		
Applicant		
Federal Employer ID Number		
Mailing Address		
Contact Person		
Title		
Phone Number		
Email Address		

Complete if applicable:

Co-Applicant/Intended Interest Holder Information	
Co-Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

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.

Executive Summary

This section (**one (1) page** maximum) should provide a brief but thorough description of:

- The proposed project and its scope (project type, agricultural use, farmland quality, location, and size),
- An explanation of the development pressure impacting the surrounding area, including a summary of relevant risk option(s),
- Any environmental, economic, or public health co-benefits for California associated with the proposed acquisition, and
- 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	
Landowner Name(s)/ Ownership Structure	
Street Address of Property (or nearest cross streets)	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements *(if applicable)*	
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland Acres mapped by the Farmland Mapping and Monitoring Program	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	☐ Y☐ N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	☐ Y☐ N Explanation:
Water and Mineral Rights	

Water Rights and Source(s)	
Third party mineral rights holder(s)?	☐ Y☐ N Explanation:
Severed mineral rights?	☐ Y☐ N Explanation:
Evidence of past mining?	☐ Y☐ N Explanation:
Existing and Reserved Single-family Residences	
Number of single-family (SF) residences currently on the property	
Approximate size of each SF residence (square footage of living area)	
Number of additional SF residences to be reserved in easement (if any)	
Size restriction (sq. ft), if any, on reserved and/or existing SF residences	
Existing Farm Labor Residences	
Number of farm labor residential structures/units currently on property	
Approximate size of each farm labor residence (square footage of living area)	
Building Envelopes	
Existing Building Envelope(s) on the property?	Number: Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: Approximate Acres (each):
Additional Information	
Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:
Any critical deadlines?	Please describe:
Will you utilize the Minimum Deed Terms?	☐ Y ☐ N

Risk of Conversion Summary Sheet and Supporting Evidence

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below. Risk options are discussed in Appendix A. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property. The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk	Description and reference to Supporting Evidence included in the Application
	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.	
	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.	
	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.	

	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.	
	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.	

Certification of Acceptance of Conditions of Funding (Easements)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

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

- Clean 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 an adaptive management plan, the Department has approved the plan. Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
    - The restriction is consistent with the property's continuing agricultural use, and
    - Agricultural use of the property is not substantially impaired.

- For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.
- 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.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.

The easement acquisition can be completed within 2 years of grant agreement effective date.		
Authorized Signature	Name/Title (Print or Type)	Date Signed
Co-Applicant (If Applicable)		
Authorized Signature	Name/Title (Print or Type)	Date Signed

Certification of Acceptance of Conditions of Funding (Fee Acquisitions)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

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

- Clean title to the property can be conveyed at close of escrow.
- 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,
  - Prohibits permanent severance of water rights from the fee,
  - Restricts development potential on the property consistent with an agricultural conservation easement,
  - All net proceeds from the lease revenue 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.
- 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, it must be sold within 3 years of purchase.
- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan. Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:

- The restriction is consistent with the property's continuing agricultural use, and
- Agricultural use of the property is not 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 property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The acquisition can be completed within 2 years of grant agreement effective date.

Applicant		
Authorized Signature	Name/Title (Print or Type)	Date Signed
Co-Applicant (If Applicable)		
Authorized Signature	Name/Title (Print or Type)	Date Signed

Detailed Characteristics of the Proposed Project

This section should be used to explain attributes of the proposed easement, the applicant's capabilities, and regional policies that are relevant to the goals of SALC. This section should not exceed **eight (8) pages**. Please answer the following questions, maintaining the lettering format below.

1. Describe any restrictions on agricultural use that would be required in the easement and how the nonagricultural qualities being protected by such restrictions: (a) are consistent with the property's continuing agricultural use, and (b) do not substantially impair agricultural uses on the property.
2. Describe how the project will support infill and compact development.
3. Describe how the project 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. Be sure to provide references to the specific goals, objectives, or policies that your project supports.
4. Describe how the project is consistent with California's Planning Priorities.
5. Describe the market, infrastructure, and agricultural support services in the area. How far are these markets, infrastructure, and support services from the property? How does the agricultural operator onsite access them? Are these markets, infrastructure, and services sufficient to support long-term commercial agricultural production?
6. Describe the property's current and proposed agricultural use, including any onsite infrastructure that supports the agricultural use and whether the property is large enough and likely to sustain commercial agricultural production. Are there any known agricultural constraints on the property? If so, describe.
7. Is the property identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy? If so, please describe the plan and any priorities the property meets.
8. Does the property have adequate water availability and water quality for agricultural purposes? Is the property within an over drafted or critically over drafted SGMA basin? If so, which one?
9. Describe any on-farm conservation management practices that the landowner has incorporated or is in the process of incorporating on the property to build soil health for carbon sequestration. If the landowner has received funding to incorporate such practices, please attach supporting documentation.
10. Describe any on-farm management practices that the landowner has incorporated or is in the process of incorporating on the property to

improve water use efficiency, conservation, and reduction, increase use of recycled water, support groundwater recharge, or reduce reliance on groundwater. If the landowner has received funding to incorporate such practices, please attach supporting documentation.

11. Describe any environmental conservation values or co-benefits that may result from the conservation of this property.
12. Is the property within strategic proximity to other permanently protected property?
13. Is the property identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan? If so, please describe the plan and any priorities the property meets.
14. Describe any economic co-benefits that may result from the conservation of this property.
15. Describe any public health co-benefits that may result from the conservation of this property.
16. Describe any other co-benefits that may result from the conservation of this property.
17. 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

To ensure local support for the project, 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.

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

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 application. The title report should be submitted as a separate file from the application 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, please describe plans to address any potential title concerns, as well as the timeframe for doing so.

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; and
3. 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 Civil Code Section 815.11.

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.

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 actual acquisition. <u>This cost will only be covered if the project is awarded funding.</u>

Project Geographic Area Map

In addition to the required assessor's parcel map(s), applicants must submit a legible pdf map of the project boundary with their 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.

Map of Building Envelope and Excluded Area

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, as well as sites for proposed future 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.

Documentation of Organizational Capacity

Applicants must provide proof of organizational capacity to acquire and steward easements 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 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 Eligibility

Non-profit applicants 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, or farmland.

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

Applicants 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.

Additional Components and Certifications

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 below 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, with final concurrence determined by CARB.

Please see www.arb.ca.gov/cci-resources for any updates to the checklist.

STEP 1 – Identify Priority Population(s)		
Evaluate the project against each of the following criteria. Check all boxes that apply. Supporting documentation required. If a project does not meet at least one of the qualifying criteria in Step 1, the project does not count toward statutory investment minimums and no further evaluation is needed.		
Criteria	**Yes**	**No**
A. Is a majority of the project land located **within the boundaries of a disadvantaged community census tract**?	❒	❒
B. Is a majority of project land located **within the boundaries of a low-income community census tract**?	❒	❒

C. Is a majority of the project land located outside of a disadvantaged community, but **within ½-mile of a disadvantaged community <u>and</u> within a low-income community census tract**?	❒	❒

STEP 2 – Address a Need
Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need. Supporting documentation required. If the project does not address a community or household need, it does not count toward statutory investment minimums and no further evaluation is needed.
Important Community or Household Need
Describe the important community or household need your project meets and how the project addresses said need in the space provided:

STEP 2 – Address a Need (continued)		
Method Used to Identify Need	**Yes**	**No**
Indicate the method used to identify the important community need described above and provide supporting documentation:		
A. Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs.	❒	❒
B. Look at the individual factors in the latest version of CalEnviroScreen that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors.	❒	❒
C. Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support.	❒	❒
D. Refer to the list of common needs for priority populations in CARB's Funding Guidelines Table 5 and confirm that the project addresses at least one listed need (should match the need identified above).	❒	❒

STEP 3 – Provide a Benefit		
Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. Project must meet at least one of the following benefit criteria. Supporting documentation required. Check all boxes that apply.		
Criteria	**Yes**	**No**
A. Project preserves a site that allows public access.	❒	❒
B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities.	❒	❒
C. Project maintains water quality and health of watersheds serving priority populations through avoiding the conversion of forest lands or wetlands that would have resulted in impacts to nearby water bodies located in the same or a directly adjacent disadvantaged or low-income community as the project.	❒	❒
D. Project increases food access to priority populations through regular farmers' markets, donations to food banks or distribution centers serving residents of disadvantaged or low-income communities, or low-income households.	❒	❒
E. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.	❒	❒

APPENDIX D – 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 below form to the Department by email to salcp@conservation.ca.gov

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Claiming Priority Population Benefits Status (circle one)	**Y N**	If yes, you will need to submit a Priority Population Benefits Checklist with your application (*not* with this pre-proposal).
Grant Request Amount	$	
Matching Funds Pending	$	
Matching Funds Committed	$	
Total Estimated Project Cost	$	
Contact Person		

Title	
Phone Number	
Email Address	

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. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables are expected; agricultural land base, economy, and regional food systems and infrastructure within the project area; 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).
2. 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?
3. How will the project avoid or reduce greenhouse gas emissions?
4. 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.
5. How is the proposed plan consistent with California's Planning Priorities?
6. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
7. 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?

8. 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.
9. 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 E – 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 required to submit the entire application to the Department via email (salcp@conservation.ca.gov).

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.

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

Please indicate with a checkmark that these items are included in your application.

Checklist	
	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

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Requesting Priority Population Benefits Status (circle one)	**Y N**	If yes, you will need to submit a Priority Population Benefits Checklist with your application
Grant Request Amount	$	
Matching Funds Pending	$	
Matching Funds Committed	$	
Total Estimated Project Cost	$	
Contact Person		
Title		
Phone Number		
Email Address		

Executive Summary

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

- 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. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables are expected; agricultural land base, economy, and regional food systems and infrastructure within the project area; 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).
2. 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?
3. How will the project avoid or reduce greenhouse gas emissions?
4. 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.
5. How is the proposed plan consistent with California's Planning Priorities?
6. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
7. 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?
8. 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.

9. 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.

The work plan will include:

Summary

1. The tabular summary below must be filled out with the project details and included in the application. Add tasks or subtasks as appropriate for your proposal.

Work Plan			
Task Number	Performance Measure	Timeline	Total Requested Grant Funds
Task 1 Identify any subtasks or steps to completing the Task	Identify appropriate deliverable, metrics, or milestones		
Task 2			
Task 3			
Task 4			
Task 5			

Narrative

2. A narrative of each tasks, sub-tasks and schedule for the proposed project. Please limit your response to three (3) pages.

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. Please refer to the Department's website for an excel version of this spreadsheet.

Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimbursement Request	Grantee Match	Grand Total
Task 1	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 2	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 3	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 4	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Task 5	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Other Direct Costs	*(# hours)*	*($/hour)*			
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal			$ -		$ -
Grand Total			**$ -**	**$ -**	

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.

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.

This checklist is to be used by applicants claiming Priority Population status. More information about the priority population checklist is available.

Stakeholder Collaboration Letters (Optional)

Applicants 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.

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 F – Acquisition Grant Agreement

[Continues on next page]

State of California - Department of Conservation **GRANT AGREEMENT DOC6** **(revised 12/18)**	GRANT AGREEMENT NUMBER: FI$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").	
2. The Grant Agreement Term is:	From (Or upon execution of this Grant Agreement by both parties, whichever is later) through
3. The maximum amount of this Grant Agreement is:	$
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	

Exhibit A, Scope of Work		Page(s)
	Attachment 1: Project Map	Page(s)
	Attachment 2: Authorized Signatory Form	Page(s)
	Attachment 3: Work Plan	Page(s)
	Attachment 4: Final Report	Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
	Attachment 5: Budget Detail Worksheet	Page(s)
	Attachment 6: Associated Costs Invoice	Page(s)
	Attachment 7: 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	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 801 K Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. 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.

2. 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.

3. Authorized Signers

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

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

4. Project Representatives

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

Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

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

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department

shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

A. Using grant funds only as intended for the Project.
B. 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 5) or the Associated Costs Invoice template (Attachment 6), 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.

6. Document Submission

A. Electronic Mail

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

B. Mail Service/Courier Service

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

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

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.

8. 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:

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

   Signature: **Date:**

   Document(s) Authorized to sign: ☐ All Grant Related Documents ***or*** ☐ Grant Agreement

   ☐ Grant Amendments ☐ Budget Amendments ☐ Reports

   ☐ Invoices ☐ Other _____

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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 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:**

Exhibit B, Budget Detail and Payment Provisions

1. Payment

A. To receive payments of grant funds, Grantee must submit an invoice.
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.
F. 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.

2. How to Submit Invoices

A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line. 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 5) or Associated Costs Invoice (Attachment 6)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.

3. Invoice Dispute

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

4. Budget Contingency Clause

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

5. Cost Principles

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

6. Travel Reimbursement

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

7. 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.

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

Attachment 5, Acquisition Invoice

TO: Department of Conservation **Date:**

Division of Land Resource Protection

Attn: (grant manager)

801 K Street, MS 14-15

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 $.

<u>Total request in this invoice</u>: $

Signature of Authorized Signatory

Attachment 6, Associated Costs Invoice Template

TO: Department of Conservation
Division of Land Resource Protection
Attn: (grant manager)
801 K Street, MS 14-15
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 7, 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:

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

1. Approval

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

2. Amendment

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

3. Assignment

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

4. Records Retention

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

5. Audit

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

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

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender

expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

2. Subcontractors

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

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

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

5. Dispute Resolution

A. Invoice Disputes

i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 7) 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
   - Legal authority or pertinent facts, supporting arguments and documentation
   - Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

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

6. Termination

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

7. Waiver of Rights

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

8. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
B. If Grantee is not a governmental organization or is 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.

9. Stop Work

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

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

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

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

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

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

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

11. Drug-Free Workplace Certification

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

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

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

12. Americans with Disabilities Act

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

13. Air/Water Pollution Violation Certification

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

14. Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX G – Planning Grant Agreement

[Continues on next page]

State of California - Department of Conservation **GRANT AGREEMENT DOC6** **(revised 12/18)**	GRANT AGREEMENT NUMBER: FI$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").	
2. The Grant Agreement Term is:	From (Or upon execution of this Grant Agreement by both parties, whichever is later) through
3. The maximum amount of this Grant Agreement is:	$
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	

Exhibit A, Scope of Work		Page(s)
	Attachment 1: Project Map	Page(s)
	Attachment 2: Authorized Signatory Form	Page(s)
	Attachment 3: Work Plan	Page(s)
	Attachment 4: Final Report	Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
	Attachment 5: Budget Detail Worksheet	Page(s)
	Attachment 6: Associated Costs Invoice	Page(s)
	Attachment 7: 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	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY *(Authorized Signature)* ✍	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 801 K Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. 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.

2. 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.

3. Authorized Signers

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

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

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

4. Project Representatives

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

Department

Name	Title	Phone Number	Email
	Grant Manager*		

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

Grantee

Name	Title	Phone Number	Email

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

5. Grantee Responsibilities

Grantee is responsible for:

A. Using grant funds only as intended for the Project.
B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (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.

6. Document Submission

A. Electronic Mail

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

B. Mail Service/Courier Service

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

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

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

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

1. Payment

A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for 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.

2. How to Submit Invoices

A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
B. 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:
D. 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.
E. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 4).
F. Supporting documentation for reimbursement of funds.
G. 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).
H. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

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

4. Budget Contingency Clause

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

5. Cost Principles

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

6. Travel Reimbursement

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

A. The Department will only reimburse for actual expenditures incurred for in-state travel 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.

7. Budget Modifications

A. Grantee must keep the Budget Detail Worksheet up to date.
B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If

submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in Exhibit B, Section 8.

8. Amendments

A. This section applies to any changes to this Grant Agreement, excluding the following:
   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

Department of Conservation Date:

Division of Land Resource Protection

Email required invoice documents to: Grant Manager

Invoice Number:

Grantee Name: Grant Number:

Project Name:

Invoice Period From: To:

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Current Total					
Cumulative Total					
Allocated Total					

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

Work Plan Task #	Description of Work Completed

	Please refer to specific deliverables in the Budget and Work Plan.

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

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

Name:

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:

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

1. Approval

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

2. Amendment

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

3. Assignment

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

4. Records Retention

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

5. Audit

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

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

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender

expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

2. Subcontractors

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

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

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

5. Dispute Resolution

A. Invoice Disputes

i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (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
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

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

6. Termination

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

7. Waiver of Rights

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

8. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
B. If Grantee is not a governmental organization or is 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.

9. Stop Work

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

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

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

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

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

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

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

11. Drug-Free Workplace Certification

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

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

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

12. Americans with Disabilities Act

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

13. Air/Water Pollution Violation Certification

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

14. Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

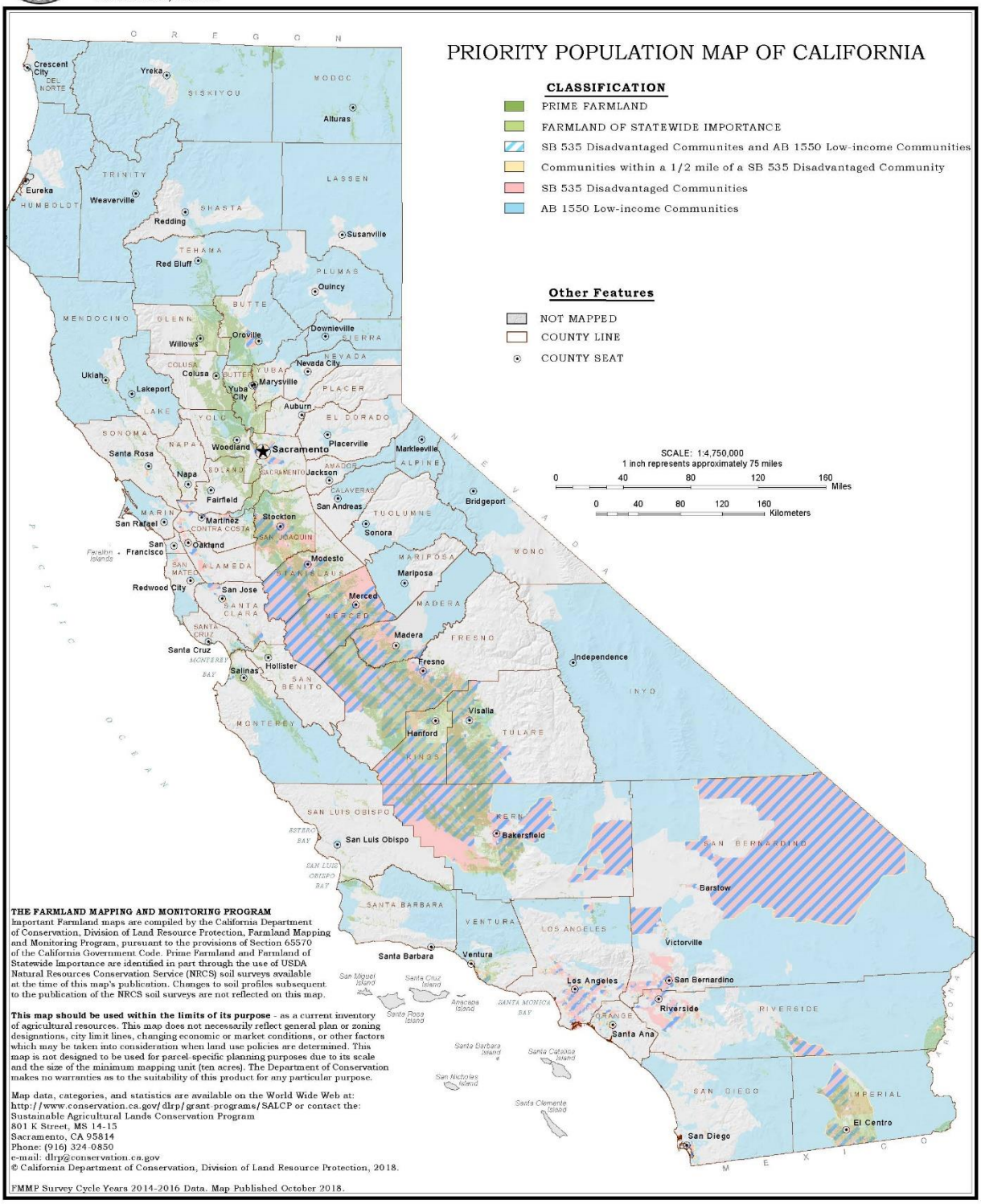
Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX H – Priority Populations-Important Farmland Map

STATE OF CALIFORNIA
Edmund G. Brown Jr., *Governor*
THE NATURAL RESOURCES AGENCY
John Laird, *Secretary*
DEPARTMENT OF CONSERVATION
David Bunn, *Director*

CALIFORNIA DEPARTMENT OF CONSERVATION
DIVISION OF LAND RESOURCE PROTECTION
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM



APPENDIX I – 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 (e.g., rangeland and pasture) lands.

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 the project is led by or is in partnership with a California Native American tribe and the deed provides tribal access to those resources.

Applicant: An organization requesting funding from this program to be administered by the State. Eligible applicants for the Sustainable Agricultural Lands Planning Grants are cities and counties. Partners to the Sustainable Agricultural Lands Planning Grants may include nonprofit organizations, resource conservation districts, or a regional park or open-space district or regional park or open-space authority. 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.

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 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), California Department of Food and Agriculture Healthy Soils Program Practices, and Carbon Farm Plans.

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. Additional information is available on the jobs tab of the SALC CCIRTS reporting template available at: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

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 a 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.

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.

Reserved rights: Rights expressly retained or proposed to be retained by the landowner/grantor of an agricultural conservation easement.

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 nd accepted by CARB.

APPENDIX J –Management Plan Contents

At a minimum the management plan must:

A. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired. This may include a farm or ranch succession plan.
B. Include a description of the farm or ranch management system, and, if applicable, irrigation water right volumes needed for the agricultural activity on the property. The management plan may incorporate or refer to information from baseline documentation reports, as appropriate.
C. Identify required and recommended conservation or management practices that address the purposes and conservation values for which the property was selected, such as those identified in the selection criteria, the eligibility requirements, detailed characteristics of the project, the grant agreement or deed, or other project documents. The management plan may incorporate, or cross-reference practices identified in other plans, such as an organic system plan for organic operations, a comprehensive nutrient management plan for animal feeding operations, or care of historic sites for easements with historical or archeological resources.
D. 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 management plan should describe the agricultural resources and how they may be impacted by construction of structures. Not every 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.

The management plan must be approved by the Department and signed by the grantee and landowner prior to the execution of the deed and release of $10,000 allocated for the management plan. The plan must be developed by a qualified planner or resource conservation district.

The management is a living document that may be updated every 10 years and more frequently as ownership or landowner operations or objectives change and is 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.

The management plan is considered up-to-date as long as there are no changes to the agricultural operations on the parcel and no changes in

ownership of the parcel. If there are changes to the agricultural operations on the parcel or ownership of the parcel, the management plan must be updated. The grantee and landowner must obtain an updated conservation plan from qualified planner in the event of such changes.

The grantee must report the landowner's management plan's implementation and any changes in the agricultural operation or ownership from the previous year on its annual monitoring report. If the landowner is not complying with the management plan the grantee must identify how compliance will be achieved. If a change in operations or ownership is reported, the grantee must instruct the landowner to update the management plan. If, at the time of the next annual monitoring report, the landowner has not obtained an updated management 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 to bring the landowner into compliance.