

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").
2. The Grant Agreement Term is: From through
(Or upon execution of this Grant Agreement by both parties, whichever is later)
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:

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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

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

The Council awarded Grantee a grant for the Project at its [insert date] meeting subject to any conditions contained in the Award Letter (Exhibit E). The

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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 Form 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: Grant Manager*

Phone Number:

Email:

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

Grantee

Name:

Title:

Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

The Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or the 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 Department's approval of the acquisition deed, including the terms and all exhibits. The Department may reject any changes to the deed after it has approved the deed.
- C. Submitting invoices for reimbursement using the Acquisition Invoice template (Attachment 6) or the Associated Costs Invoice template (Attachment 7), as appropriate, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

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. Correspondence

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

7. Reporting Requirements

- A. All reports must be submitted to Grant Manager by 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 Form (Attachment 2).
- C. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.
- D. If the Project falls substantially behind the implementation schedule agreed to between it and the Department, the Department may require Grantee to submit quarterly Progress Reports for the remainder of the Grant Term, unless or until this requirement is deemed to be no longer necessary by the Department. The initial Progress Report must explain why the project is behind schedule, provide an updated implementation schedule to address the delay, and describe the steps being taken to ensure that the project is continuing to move towards completion within the Grant Term. Subsequent Progress Reports shall detail the Grantee's progress toward completing the acquisition in a timely matter.
- E. A Final Report shall be submitted with the final Associated Costs invoice utilizing the Final Report template (Attachment 3). If a grantee is not requesting reimbursement for Associated Costs, the Final Report must be submitted within 30 days of close of escrow.

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

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:** _____
Email: _____

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____
Signature: _____ **Date:** _____
Email: _____

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

2. **Name:** _____ **Title:** _____
Signature: _____ **Date:** _____
Email: _____

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

Attachment 3: Final Report Template
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. Confirm delivery of project property spatial data to the California Protected Areas Database and/or the California Conservation Easement Database at email cpad@calands.org. Delivery confirmation will be via PDF copy of an email acknowledging receipt. Check which applies below.

Spatial data submitted OR DOC waived requirement

~~6.7.~~ 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 Grant Agreement. I further certify that any expenditure discussed in this report is allowed under the Grant Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature:

Date:

Attachment 4: Conditions of Funding Disbursal

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

A. California Department of General Services has approved the appraisal:

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

B. The Department has approved or has incorporated the Department's approval of the following into the joint escrow instructions as conditions of closing:

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

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

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. Upon notification by the Department that the conditions set forth in the "Conservation Acquisition Costs" of the Conditions of Funding Disbursal attachment (Attachment 4) have been satisfied, Grantee shall submit an invoice for the Conservation Acquisition Cost to the Department using the Department's acquisition invoice template (Attachment 6).
- B. To receive payments of grant funds, Grantee must submit an invoice.
- C. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
- D. Grantees who receive funding for acquisitions and conservation easements are required to provide spatial data to the California Protected Areas Database and/or the California Conservation Easement Database. These Geographic Information System (GIS) databases inform state planning and policy, including the state's goal to conserve 30% of lands and coastal waters by 2030 (30x30). Grantees can submit spatial data or request help via email to cpad@calands.org. Grantees can request an exemption from this reporting requirement by contacting their grant administrator. California Native American Tribal and other grantees can discuss additional confidentiality measures with their grant administrator to protect data and culturally sensitive information. Grantee shall report on spatial data delivery in the Final Report (Attachment 3).
- D.E. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- E.F. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F.G. For cost principles, see Exhibit B, Section 5.
- G.H. 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

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- 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 execution date.
- B. Grantee may not submit an acquisition invoice unless all the Conditions of Funding Disbursal (Attachment 4) are satisfied.
- C. Send associated costs invoices regularly. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
 - i. Either the Acquisition Invoice (Attachment 6) or Associated Costs Invoice (Attachment 7) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Supporting documentation for reimbursement of associated costs. Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor's invoices, activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee
- E. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).
- F. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

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. Budget Modification

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

8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
 - i. Changes to the Authorized Signatory Form (Attachment 2). 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.

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- 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.

STATE OF CALIFORNIA
Department of Conservation

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[Grantee Name]
[Grant Agreement Number]
Easement Acquisition Grant
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Attachment 5: Budget Detail Worksheet

Attachment 6: Acquisition Invoice Template

Date:

California Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
[Grant Manager Email Address]
Cc: DLRPInvoices@conservation.ca.gov

Grant No.:

Invoice No.:

=====

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

Attn: [Escrow Officer Name]
[Title Company]
[address]
[phone number]
Escrow No.:

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

Total request in this invoice: \$ _____

Name and Title:

Signature:

Attachment 7: Associated Costs Invoice Template

Date:

California Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
[Grant Manager Email Address]
Cc: DLRPIInvoices@conservation.ca.gov

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

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

[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	\$	\$

Name:

Title:

Signature:

Date:

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 all signatures have 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 or 8. 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.

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- 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

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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 5), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

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 email within fifteen (15) days of receipt of the disputed invoice. Grant Manager will indicate why the invoice is disputed and outline the steps necessary to remedy the issues identified in their email.
- 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:
 - a. The Grant Agreement Number
 - b. A complete description of the basis for the dispute
 - c. Legal authority or pertinent facts, supporting arguments and documentation
 - d. Action requested for resolutionThe "Notice of Dispute" shall be sent to:

~~Kealii Bright~~ Shanna Atherton-Bauer, Division Director
~~Kealii.Bright~~ Shanna.Atherton@conservation.ca.gov
Cc: DLRPinvoices@conservation.ca.gov

- 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:
 - a. The decision made

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- b. An explanation for the decision
- c. 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.

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- iii. Motor vehicle liability insurance in an amount not less than \$500,000 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.
- G. Insurance requirements may be modified, reduced, or waived at the discretion of the Department based on an evaluation of the Grantee's organizational structure and/or the activities proposed under the Scope of Work. Reasons for modifications, reductions, or waivers include but are not limited to:
 - i. Commercial general liability Insurance requirements may be reduced or waived for activities that do not involve field work, site visits, surveying, or travel.
 - ii. Workers' Compensation insurance may be reduced or waived for Grantees with fewer than two employees, or Grantees who primarily operate through use of independent contractors.
 - iii. Motor Vehicle Liability insurance may be reduced or waived for Grants that do not require field work, site visits, surveying, travel, or similar activities.

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

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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

Attribution

Grantee agrees that it will use Strategic Growth Council (SGC), California Climate Investments (CCI), and Department of Conservation (Department) names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the grant. Sustainable Agricultural Lands Conservation Program (SALC) staff will provide SGC, CCI, and Department logo files and guidance on their usage directly to grant recipients.

Any informational materials that include at least a paragraph of text should include the boilerplate language below.

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

Promotional materials that are primarily visual in nature, such as banners, signs, certain flyers, and graphics for social media may not have room for the boilerplate language above. In such cases, grantees should instead include the official logos of SGC, CCI, and Department.

News Media

After the Strategic Growth Council votes at their public meeting to approve the recommended awardees, awardees may distribute press releases announcing their grants.

Grantees are encouraged to notify the news media of major milestones throughout the lifecycle of the grant, ensuring Grantee obtains Department and SGC's approval of press releases before publishing them. Please submit all such press releases to the assigned SALC grant manager at least two weeks before publishing them. This way, the Department and SGC communications staff can not only approve the press release but also insert quotes from State leadership.

SGC and the Department must be invited to participate in any press conferences related to the grant by emailing the assigned SALC grant manager.

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Grantees must identify a contact for all press inquiries and communications needs related to the project and provide their name, phone number, and email address to the SALC grant manager.

Social Media

Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the California Strategic Growth Council, California Climate Investments, and Department of Conservation should be tagged in 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 organization's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the organization's statement as a condition of employment on this Grant Agreement.

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

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.]