

**California Department of Conservation
Solicitation Notice and Application for:
Riparian Corridor Restoration and Conservation Grants**

Pursuant To

**Proposition 68 Guidelines
Working Lands and Riparian Corridors Program**

May 2020



California
**Department of
Conservation**

At A Glance

Program

This solicitation is made pursuant to the Department of Conservation's Working Lands and Riparian Corridors Program Guidelines (Guidelines) approved on May 29, 2019. This solicitation specifies the eligibility and evaluation criteria, application process, grant award and grant administration processes for riparian corridor restoration and conservation grants funded under this program.

Funding Source

This program is funded through Proposition 68.

Critical Dates (proposed, subject to change)

Public Comment Period Closes—April 1, 2020

Solicitation Notice and Application released—May 1, 2020

Applications due—July 15, 2020

Awards Announced—September 1, 2020

Contact for Questions

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Section 1: Introduction and Program Summary

Background

The Department of Conservation ("Department") is pleased to announce funding opportunities for riparian corridor restoration and conservation project grants. Funding for these grants is available from the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68), which allocated bond funds to the Department to protect, restore, or enhance working lands and riparian corridors through conservation easements or other conservation actions. This solicitation specifies the funding eligibility and evaluation criteria, application process, and grant award and administration processes for projects that restore or enhance riparian, oak woodland, native grassland, or aspen habitats on agricultural lands.

California is the most biodiverse state in the nation and is considered a global biodiversity hotspot according to the [2015 State Wildlife Action Plan](#). It is also one of the nation's leading agricultural producers, providing over a third of the nation's vegetables and two-thirds of the nation's fruits and nuts according to the [California Department of Food and Agriculture](#). However, the State is also experiencing significant population growth and extreme weather changes that pose threats to these natural resources. Conserving and restoring these resources are critical components of the State's climate adaptation, greenhouse gas emissions reduction, and carbon sequestration goals. (See the [January 2018 Safeguarding California Plan: 2018 Update](#), [January 2019 Draft California 2030 Natural and Working Lands Climate Change Implementation Plan](#).)

Working Lands and Riparian Corridors Program Guidelines

This solicitation is made pursuant to the Department's [Working Lands and Riparian Corridors Program Guidelines](#) (Guidelines) approved on May 29, 2019. The Guidelines establish general requirements, including program objectives, for projects funded through the Working Lands and Riparian Corridors Program. All projects funded under this solicitation must adhere to the requirements in the Guidelines.

The terms of this solicitation shall control if there is a conflict between the Guidelines and this solicitation.

Funding Availability

Per Public Resources Code section 80134(c)(2), \$8,500,000 in bond funding is available through this solicitation for riparian corridor restoration projects and conservation projects on agricultural lands. Funds will be awarded to those projects that best meet the goals and objectives of the Working Lands and Riparian Corridors Program.

The Department has not set minimum or maximum grant amounts and encourages projects of all sizes to apply. At its sole discretion, the Department may make partial grant awards.

The Department will issue additional requests for projects under this solicitation if there is unallocated funding from the first request. Additional application cycles will be announced on the Department's website at least 60 days in advance of the application deadline.

Objectives

Consistent with the program objectives set forth on page 6 of the Guidelines, projects funded under this solicitation must:

- Restore or enhance natural resources on agricultural lands, including grazing lands
- Improve climate adaptation and resilience by improving soil health, carbon sequestration, and habitat

Disadvantaged Community Benefits

A minimum of 15% of combined grant awards from this solicitation will be used to serve severely disadvantaged communities, as described on page 9 of the Guidelines. The Department will utilize the California State Parks [Community Fact Finder tool](#) to determine whether a project is located within a severely disadvantaged community. Where feasible, applicants should incorporate strategies to address the needs of severely disadvantaged communities and increase their participation in proposed activities.

Proposals determined to serve severely disadvantaged communities will receive priority for funding.

Subject to the terms in this Solicitation and Grant Agreement, proposals serving severely disadvantaged communities are eligible to receive advanced payments to initiate the project in a timely manner.

Contacts

For questions about this solicitation, please contact the Department's Working Lands and Riparian Corridors team by email to wlr@conservation.ca.gov.

Section 2: Eligible Applicants and Project Types

Eligible Applicants

Eligible applicants are resource conservation districts that qualify for grant funding under Public Resources Code section 9084.

Co-Applicants

While the lead applicant and intended grantee must meet the Eligible Applicant requirement, applications may include co-applicants so long as the lead applicant and intended grantee meets the Eligible Applicant requirement.

Eligible Projects

Minimum Eligibility Requirements

Minimum eligibility requirements for all projects funded under this solicitation can be found in Section 4.

Project Types

The following four project types are eligible for funding under this solicitation:

- Riparian corridor restoration or enhancement
- Oak woodland restoration or enhancement
- Native grassland restoration or enhancement
- Aspen forest restoration or enhancement

Proposals may be submitted for projects on public lands or for voluntary projects on private lands.

Restoration and Enhancement

For the purposes of this solicitation, restoration and enhancement are defined as:

- projects for the control of erosion, stormwater capture and storage or to otherwise reduce stormwater pollution
- the control and elimination of invasive species
- the planting of native species
- the removal of waste and debris
- prescribed burning
- fuel hazard reduction
- fencing out threats to existing or restored natural resources
- road elimination
- improving instream, riparian, or managed wetland habitat conditions
- other plant and wildlife habitat improvement to increase natural system value of the property
- modernize stream crossings, culverts, and bridges
- reconnect historical floodplains
- install or improve fish screens
- provide fish passages
- restore river channels
- restore or enhance riparian, aquatic, and terrestrial habitat
- improve ecological functions
- acquire from willing sellers conservation easements for riparian buffer strips
- improve forest health
- restore mountain meadows
- improve local watershed management

The Department invites applications proposing any of the eligible restoration and enhancement activities identified above.

To the extent that such actions are directly related to an eligible project activity, applicants may include project components that result in:

- Efficient use and conservation of water supplies
- Use of recycled water
- Capture of stormwater to reduce runoff, reduce water pollution, or recharge groundwater supplies.
- Provision of safe and reliable drinking water supplies to park and open-space visitors

Project Life

Restoration and enhancement projects will have a project life of typically 25 years after Department acceptance. Easements will have project life in perpetuity. This is the "Project Life" as used throughout this Solicitation.

Eligible Activities

- A. Restoration and enhancement implementation activities including:
 - Labor
 - Equipment, material, and utilities
 - OSHA-required or recommended beverages, shade structures, or other similar items
- B. Preparation of bid packages and subcontractor documents
- C. Completion of project designs
- D. Development and implementation of easement acquisitions
- E. Permitting
- F. Project management
- G. Pre- and post-project monitoring and adaptive management, including finalization of a monitoring plan
- H. Finalization and execution of a long-term management plan
- I. Development, printing, and placement of funder-required signs, including multilingual or culturally appropriate translation
- J. Other activities approved by the Department necessary for the successful implementation of the proposed project.

Eligible Costs

Only eligible costs incurred during the grant agreement term that are related to the project will be reimbursed. All eligible costs must also be reasonable and supported by appropriate documentation to be reimbursed.

Reasonable

For an eligible cost to be considered reasonable, the cost, in its nature and amount, must 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 project.
- 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 this project.
- 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.

Direct Costs

1. Staff, consultant and contractors' hourly rate for [eligible activities](#) listed above.
2. Travel. Eligible travel costs are limited to a maximum of \$5,000 and can only be used for in-state travel for grantee's staff as necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:
 - Accommodation-related travel costs: maximum reimbursement rates based on county as shown at: <http://hrmanual.calhr.ca.gov/Home/Manualltem/1/2203> , with no option for approval of an "excess lodging rate."
 - Rental car costs or personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: <http://hrmanual.calhr.ca.gov/Home/Manualltem/1/2202>
 - Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
 - No other travel-related costs will be reimbursed through this grant program.
3. Acquisition of conservation easements for riparian buffer strips. The Department shall not pay more than 75% of the appraised value of the conservation easement. The Department will approve conservation easement terms.
4. Appraisal, survey, title, escrow, and closing costs associated with completing an approved easement acquisition.

Indirect Costs

Eligible indirect costs may include those costs incurred by the grantee to administer the grant, such as:

- Office space
- Utilities not at project site for purposes of project
- Legal or management oversight
- Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

Limitations

The following limitations apply to the reimbursable costs:

- Combined, travel and indirect costs shall not exceed 25% of the grant total. Provided, however, the 25% limit may be exceeded if the grantee has a federally approved indirect cost rate that is higher. Proof of approved indirect cost rate must be submitted with the application.

- Appraisal, title, escrow, closing and survey costs associated with an approved easement acquisition shall not exceed 10% of the easement's fair market value.

Ineligible Costs

Common examples of ineligible costs are:

- Costs associated with ineligible projects or activities or not related to the funded project
- Costs that occur outside the Grant Agreement term
- Meals, incidentals, tips, per diems, or refreshments for meetings or travel
- Incentive/participation gifts
- Office supplies and office equipment
- Costs for CEQA or NEPA completion
- Insurance not listed above
- Out of state travel

Match Funding

In accordance with Public Resources Code section 9084(b)(3), applicants are required to provide at least a 25% match, of which 40% shall be provided in cash. The remainder may be in cash or in kind. The Department will give preference in awarding grants to those districts that provide a greater percentage of local match funding than the minimum required by this paragraph.

Section 3: Project Priorities

The Department will prioritize projects that address the following priorities:

- Projects that achieve the conservation goals of the program while not impeding agricultural activities on the larger property
- Projects that provide connectivity by being directly adjacent to or within a planned conservation corridor that connects:
 - existing intact habitat
 - other protected lands
 - public trails or access points
- Restoration of endemic and/or endangered species habitat in areas where those species are known to occur
- Protection of riparian corridors in perpetuity
- Facilitation of wildlife conservation on public lands or through voluntary projects on private lands
- Location in an area where significant degradation has occurred in the past
- Geographic diversity
- Improvements in water quality
- Efficient use and conservation of water supplies
- Use of recycled water
- Capture of stormwater to reduce runoff, reduce water pollution, or recharge groundwater supplies
- Provision of safe and reliable drinking water supplies to park and open-space visitors
- Consistency with existing State and regional conservation planning efforts, including the [California Water Plan](#), the [California State Wildlife Action Plan](#), Integrated Regional Water Management Plans, Natural Community Conservation Plans, Habitat Conservation Plans, and Regional Conservation Investment Strategies.

Section 4: Application, Selection, and Award

Application Materials and Submission

The application template is provided in Appendix D and is available on the [Department's website](#). Applicants should familiarize themselves with the Guidelines and this solicitation notice prior to completing the application.

Applicants must submit all required application materials via email to wlr@conservation.ca.gov. Applications must be received digitally by 11:59 p.m. on the date due.

Incomplete applications, applications that don't meet all the eligibility criteria, and applications not received by the deadline will not be evaluated for funding.

Each applicant will receive an acknowledgement upon the Department's receipt of their application.

The schedule for this solicitation is provided in the "At-A-Glance" section of this solicitation. The schedule is subject to change.

Details, documents, and any other materials related to this program, such as applications, grant agreements, reports, expenditures, photos, etc., are public records that may be publicly released in accordance with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.).

Application Review Process

The application review process for this solicitation will follow the process outlined in Section 4 of the [Working Lands and Riparian Corridors Program Guidelines](#).

Eligibility Criteria

Below are the Eligibility Criteria upon which each proposal will be evaluated. Applications must receive a 'yes' on all eligibility criteria to be considered for funding under this solicitation.

1. Applicant is an eligible applicant? Yes No
2. Proposal is for an eligible project type? Yes No
3. Project is located on agricultural lands actively grazed or planted to crops in three of the last five years? Yes No
4. Project improves climate adaptation and resilience by improving soil health, carbon sequestration and/or habitat? Yes No
5. The project will result in public benefits that address the most critical statewide needs and priorities for public funding? Yes No
6. Proposal does at least one of the following:
 - Improves a community's ability to adapt to the impacts of climate change
 - Improves and protects coastal and rural economies, agricultural viability, wildlife corridors or habitat
 - Develops future recreational opportunities; or
 - Enhances drought tolerance, landscape resilience and water retention.Yes No
7. The Applicant has provided evidence of project durability and site access? Yes No
8. CEQA compliance for the project has been completed? Yes No
9. Request is not for a project designed to fulfill mitigation requirements? Yes No
10. Application is complete and was received by the deadline? Yes No

Project Durability and Site Access

To demonstrate site access and ensure project durability, all projects must occur on lands where there is an agreement between the applicant and landowner that:

- Grants the applicant and their designees' access to the project site and authorize the applicant and their designees to complete, maintain, and monitor the project
- Provide the Department with access at least once a year for the Project Life.
- Ensures that the restored project site will be managed in accordance with a long-term management plan to be approved by the Department as part of the project
- Ensures that the restored project site will be monitored in accordance with a monitoring plan to be approved by the Department as part of the project
- Is recorded in the county recorder's office
- Is executed prior to the commencement of implementation activities and is effective for the duration of restoration and enhancement activities and the Project Life.

If the site access agreement is not executed, the applicant may submit a plan for obtaining the necessary site access prior to commencement of restoration and enhancement activities.

Selection Criteria

After confirming that the application is eligible, application reviewers will evaluate each project using the Selection Criteria outlined below.

Selection Criteria	Points
<p>Applicability to Program Objectives. The extent to which the proposal aligns with the objectives stated in the program Guidelines and this solicitation. In evaluating this criterion, the Department may consider whether the proposal includes a clear description of the project's primary objectives and evidence that the proposal is based on the best available information relevant to the proposal.</p>	/25
<p>Scientific Merit. The extent to which the proposal includes sufficient rationale to justify the project and is based on the best available science. In evaluating this criterion, the Department may consider feedback from technical reviewers with experience in project design and engineering.</p>	/15
<p>Project Priorities. The extent to which to proposal meets the priorities outlined in the Project Priorities section of the Solicitation. In evaluating this criterion, the Department may consider the extent to which a project addresses a single priority as well as the number of priorities addressed.</p>	/15
<p>Climate Change Considerations. The extent to which the application provides climate change adaptation and resilience benefits to the State.</p>	/10
<p>Public Benefits. The extent to which the application provides significant public benefits to the State not already addressed elsewhere in the scoring criteria. In evaluating the significance of benefits identified, the Department may consider the extent of the documentation provided by the applicant relative to the proposed benefits.</p>	/5
<p>Project Team Qualifications. The extent to which the proposal demonstrates that the project team has the qualifications and experience necessary to implement the proposal.</p>	/5
<p>Schedule and Deliverables. The extent to which the proposed schedule aligns with the proposal's objectives; demonstrates the sequence and timing of project tasks, milestones, and deliverables; and is sufficiently detailed and reasonable. In evaluating the significance of public benefits identified, the Department may consider the feasibility of completing the project within the proposed timeline.</p>	/10
<p>Budget. The extent to which the proposed budget is appropriate for the work proposed, is cost effective, and is sufficiently detailed to describe project costs. The Department may consider the feasibility of completing the project within the proposed budget.</p>	/5
<p>California Conservation Corps. The proposal includes use of the services of the California Conservation Corps or certified conservation corps in project implementation. In evaluating this criterion, the Department will consider whether the applicant utilized the California Conservation Corps' approved consultation form/process.</p>	/5

Selection Criteria	Points
<p>Disadvantaged Community Benefits. The extent to which the proposal serves or benefits a severely disadvantaged community, including by providing workforce education, training, contractor, and job opportunities disadvantaged communities. Projects that serve severely disadvantaged communities will receive more points.</p>	/5
<p>Cost Share. The extent to which the application leverages funding above the required match. Applicants that provide greater match will receive more points.</p>	/5
<p>Monitoring and Reporting. The extent to which the application demonstrates a clear and reasonable approach for monitoring, assessing, and reporting project benefits.</p>	/10
<p>Community Support and Collaboration. The extent to which the proposed project demonstrates stakeholder support for and engagement in the project.</p>	/5
<p>Total proposal points/Total possible points</p>	/120

Grant Awards and Execution

Project Selection

Projects will be evaluated based on the process outlined in Section 4 of the Guidelines. Eligible projects will be presented to the Director in ranked order based on the amount of points received during the selection criteria evaluation.

The Director may consider the following when making awards:

- Selection criteria ranking
- The extent to which projects meet the priorities outlined in the Project Priorities section of this solicitation
- The extent to which projects meet the program preferences outlined in Section 3 of the Guidelines
- The availability of funds
- The program purposes
- The balance and distribution of funding among program priorities, project types, and/or geographic area.

Grant Approval and Execution

The grant agreement process and grantee responsibilities will follow the requirements outlined in Section 5 of the Guidelines.

Appendix A: Design Plan Requirements

Projects may be at different stages of development when an application is submitted. A basis of design narrative and supporting technical studies must be provided with the application for the project to be considered.

The Basis of Design narrative must include:

- Sufficient detail to convey the technical adequacy of the proposed design
- Relevant site assessments completed
- Relevant site assessments proposed and a timeline for completing said assessments
- Data gaps, if any
- How the proposed design will deliver the benefits claimed

Design plan requirements are discussed below.

Draft Plans

Draft plans must include:

- Location map indicating the project site relative to nearby cities/landmarks
- Site map illustrating project location, extent, and areas of impact relative to existing property boundaries and relevant landscape features (e.g., stream corridors)
- Scaled site plan (plan view), including all relevant project details (e.g., plantings, exclusionary fencing, off-channel water troughs)
- Profiles of any improvements or other relevant project features (e.g., proposed topographical changes, water depths)
- Additional documentation sufficient to provide a clear picture of the proposed project (e.g., cross-sections, model results, diagrams of best management practices proposed for use)
- For riparian projects, a response from State Lands Commission regarding jurisdiction

Final Plans

Final plans must include:

- All items required for draft plans with any revisions incorporated
- Implementation details, as relevant (e.g., construction information, erosion and sediment control plans, staging areas, access, plant species lists, etc.)

Any changes to final plans following submission of an application will require Department approval, should the project be funded. The Department reserves the right to reject any proposed changes that modify the proposal in such a way that the eligibility or selection criteria are impacted. In these instances, the Department reserves the right to revoke all or part of an award and may allocate the funding to another applicant or grantee.

The applicant and/or their contracted engineer are solely responsible for the performance of the project.

Appendix B: Monitoring and Reporting

Grantees will be required to report on project progress quarterly during completion of project designs and execution of project work. Following project implementation, grantees will be required to report the results of monitoring efforts to the Department annually for the Project Life. For projects with an easement component, grantees will be required to monitor and report on compliance with the easement terms annually for the duration of the easement.

Applicants must include a monitoring plan in their project to be eligible for funding. Where applicable, the plan should follow [California Department of Fish and Wildlife's guidance on developing a monitoring plan](#) for restoration of riparian habitat using the Wetland and Riparian Area Monitoring Plan (WRAMP) Framework. Additional information about the framework can be found on the Wetland and Riparian Area Monitoring Plan ([WRAMP website](#)).

If a monitoring plan has not been completed prior to application submission, the applicant must submit a draft monitoring plan as part of their application. If the project is approved for funding, a final monitoring plan and sufficient baseline information to capture the “before” condition of the property must be approved by the Department before the grantee can begin restoration activities.

The monitoring plan must include:

- A description of how monitoring will be conducted, including integration of standardized approaches to monitoring and data collection
- Performance metrics to be used to document project effectiveness relative to meeting project goals
- Justification for use of selected performance metrics
- Baseline information for all identified metrics, or a description of the baseline information to be collected prior to conducting restoration activities.
- A description of how project monitoring will be coordinated with existing monitoring efforts, including the [WRAMP framework](#), where relevant, or opportunities to expand on existing efforts
- A description of how results from monitoring efforts will inform updates or revisions to the long-term management plan.
- Plans for managing and maintaining data collected following accepted standards and practices.

Appendix C: Management Plans

Grantees will be required to provide a long-term management plan as a deliverable of the grant prior to project completion.

The management plan must be reviewed and approved by the Department and must include:

- The purpose of the plan
- Site information, including:
 - the location and size of the project
 - a map depicting the project area
 - landowner information
 - Parties responsible for managing the site
- A list of objectives/conditions to be achieved by managing the project site for at least thirty years
- Existing conditions, including:
 - a map of the project as built
 - pictures of the project as built
 - current management activities
 - Existing biological resources/habitat conditions
- Practices or activities to be implemented to ensure that the project benefits are sustained over the Project Life
- Process for adapting or adjusting management activities to ensure that the project benefits are sustained over the Project Life
- References

Appendix D: Environmental Compliance

Prior to submission of an application, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with Public Resources Code section 21000) and California Code of Regulations Title 14 section 15000 et seq. ["CEQA"].

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State reviewing an application for a proposed project, one of the following must be submitted.

- a. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- b. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program.*
- c. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse responses received by the applicant.*

*For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

- d. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

Pursuant to section 75102 of the Public Resources Code, before the adoption of a Negative Declaration or Environmental Impact Report, the lead agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native American Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.

Appendix E: Application

This is the application for Riparian Corridor Restoration Grants under the Working Lands and Riparian Corridors Program.

Prior to July 1, 2020, interested applicants are encouraged to contact staff with questions pertaining to the application and to provide technical assistance.

Application instructions

- Each application must contain all of the materials listed in the checklist below.
- Materials should be presented in the order indicated on the checklist.
- Please complete all materials using an easy-to-read font, 11 point or larger.
- In the header or footer of each page of the application, applicants must include: (1) name of applicant and (2) sequential page numbers.
- Materials not specifically requested (e.g., press clippings or brochures) will not be considered during the evaluation.

Application checklist

1. Cover Sheet
2. Project Narrative
3. Applicant Eligibility
4. Application Questions
5. Work Plan
6. Budget
7. Project Maps
8. Design Plans
9. Monitoring and Reporting Plan
10. Management Plan
11. Site Access Documentation
12. CEQA Documentation
13. Permits
14. Photographs
15. California Conservation Corps Consultation Verification
16. Authorizing Resolution from Governing Body
17. Payee Data Record (STD 204)
18. Collaboration and Support Letters

Cover Sheet

General Information

Project Title:
Property Location (County and Nearest City):
Landowner Name(s) and Ownership Structure:
Project APN:
5-year agricultural history:
Severely Disadvantaged Community Yes No

Project Information

Restoration Type:
Proposed Restoration Acreage:
Adjacent River/Stream Name:
Site Access Agreement:

Funding Information

Grant Request Amount:
Match Amount:
Total Estimated Project Cost:
Advance Payment Requested:

Applicant Information

Applicant Name:
Federal Employer ID Number:
Mailing Address:
Contact Person:
Title:
Phone Number:
Email Address:
Additional Applicants/Partners:

Co-Applicant Information

Applicant Name:
Federal Employer ID Number:
Mailing Address:
Contact Person:
Title:
Phone Number:
Email Address:

Project Narrative (2-page maximum)

This section will provide a brief overview of:

- The project being proposed
- How the project will be made durable
- Status of designs, permitting, and any compliance requirements
- Any critical deadlines.

Applicant Eligibility

To demonstrate eligibility, lead applicants must provide all the following to demonstrate compliance with Public Resources Code section 9084:

- Documentation showing that entity is a resource conservation district organized under Division 9 of the California Public Resources Code.
- Copy of the applicant's current annual plan compliant with Public Resources Code section 9413.
- Copy of the applicant's current long-range work plan that reflects input from local agencies and organizations regarding land use and resource conservation goals compliant with Public Resources Code section 9413.
- Copies of meeting notices and minutes from six most recent meetings, including special meetings. Applicants with a website may provide the link to their website if that website contains the same information. All meetings must comply with open meeting requirements of Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code and the requirements of Division 9 of the Public Resources Code.
- Documentation of required match funding.

Application Questions (5-page maximum)

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

- A. How does the proposal meet the program objectives and goals identified in the Working Lands and Riparian Corridors Program Guidelines and the Riparian Corridor Restoration and Conservation solicitation? How will the proposed design deliver the benefits claimed?
- a. Describe how the proposed project provides climate change adaptation and resilience benefits to the State. If greenhouse gas emissions are likely to be reduced or avoided by the project, how will such reductions or avoidances be quantified? How will the proposed design deliver the benefits claimed?
 - b. Describe how the proposed project will: (i) protect and/or restore natural resources; (ii) achieve State wildlife conservation objectives; (iii) be compatible with agricultural uses on the property; and (iv) be consistent with existing statewide and regional

planning efforts, including the [California Water Action Plan](#), and the [California State Wildlife Action Plan](#). How will the proposed design deliver the benefits claimed?

- c. Describe the public benefit(s) provided by the proposal. How do these benefits address critical statewide needs and priorities?
 - d. Describe how the proposed project will provide for the (1) efficient use and conservation of water supplies, (2) use of recycled water, (3) capture of stormwater to reduce runoff, reduce water pollution, or recharge groundwater supplies, and/or (4) provision of safe and reliable drinking water supplies to park and open-space visitors.
- B. Describe the project team's qualifications and experience implementing similar projects. Describe any internal resources and capacity available to complete the proposed work, including any professional staff, subcontractors, licensed professionals, or registered professionals qualified to develop and successfully implement the proposed project. If a licensed professional such as a licensed engineer or geologist is required to design/plan a component of your project, include these individuals in the project team discussion or provide justification for why their services are not necessary.
- C. Explain how the project will serve severely disadvantaged communities (e.g., through provision of workforce education and training, contractor, and job opportunities for residents of disadvantaged communities). Describe the community served, and provide documentation supporting how the project serves that community. Documentation supporting how the project serves the community may include letters or emails of support from local community-based organizations and/or residents supporting the proposed project, public comments from meetings attended by local residents and/or community groups supporting the proposed project, or other documentation that demonstrates the proposed project addresses a community need.
- D. Describe the existing support for the project, including from any co-applicants, stakeholders, partners, and neighboring landowners. How will these stakeholders or collaborators be engaged in the project? What is their expected involvement?

Work Plan

Applicants must provide a detailed work plan that specifies the tasks and subtasks that will be performed during the grant term.

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

TASK 1	Timeline [Start and End Date]	Deliverables	Total Requested Grant Funds
Subtask A: Subtask B: Subtask ...			\$
TASK 2			
Subtask A: Subtask B: Subtask ...			\$
TASK 3			
Subtask A: Subtask B: Subtask ...			\$
TASK ...			
Subtask A: Subtask B: Subtask ...			\$
GRAND TOTAL			\$

Budget

Applicants must provide a budget broken down by cost type and by task. Cost estimates should be consistent with the work plan. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement. Please refer to the [Department's website](#) for an excel version of this spreadsheet.

Project Map(s)

The following maps must be included in the application:

- A location map that identifies the project relative to nearby cities and/or landmarks
- A site map that identifies the project location, extent, and areas of impact relative to property boundaries and relevant landscape features (e.g., stream corridors)
- A parcel map that depicts the APNs of the parcels impacted by the project.
- Additional maps that further describe or otherwise support the proposal may be included.

All maps must be of sufficient resolution to be legible if printed on an 8 ½" x 11" sheet of paper.

The applicant may submit geographic information system (GIS) data along with any maps.

Design Plans

Applicants must include design plans that are 65% complete or greater in the application. The applicant should clearly indicate what stage plans are being submitted in the application. Minimum design plan requirements are discussed in Appendix A of the solicitation.

Monitoring and Reporting Plan

Applicants must provide a copy of the draft or final monitoring and reporting plan for the project site in the application. If a final monitoring plan has not been prepared as of application submission and the project is approved for funding, a final monitoring plan and sufficient baseline information to capture the "before" condition of the property must be included as a deliverable in the work plan and must be approved by the Department before the grantee can begin restoration activities. The monitoring and reporting plan must be consistent with Appendix B: Monitoring and Reporting of this solicitation.

Management Plan

Applicants must provide a copy of the draft or final management plan governing management and maintenance of the project site for a minimum of thirty years following project completion in the application. If a final management plan has not been prepared as of application submission, a final management plan must be included as a deliverable in the work plan. The management plan must be consistent with Appendix C: Monitoring and Reporting of this solicitation.

Site Access Documentation

Applicants must provide a copy of an agreement demonstrating site access for the duration of the Project Life. The agreement must comply with the requirements outlined in the solicitation.

If the site access agreement is not executed, the applicant may submit a plan for obtaining the necessary site access prior to commencement of restoration and enhancement activities.

If the project is awarded, a agreement that meets the requirements outlined in the solicitation must be provided prior to commencement of work under the grant agreement, except where such work is related to the purchase of an approved conservation easement identified in a project's work plan.

CEQA Documentation

Applicants must provide proof that the lead agency has met the environmental compliance requirements outlined in Appendix D of the solicitation.

Permits

Applicants are responsible for obtaining all permits necessary to complete project work. Applicants must provide copies of all permits obtained as of the date of application submission. Where obtaining permits is included as part of the work plan, applicants must provide a list of permits to be obtained and an estimated timeline for when permitting will occur.

Photos

Applicants must provide photos of the proposed project site sufficient to convey the before condition of the site in the application.

California Conservation Corps Consultation Verification

Applicants must consult with the California Conservation Corps or a certified local conservation corps following the process outlined in the [Corps Consultation Process document](#) to determine the feasibility of using their services to execute the proposed project prior to submitting an application. Applicants must provide a completed Corps Consultation Review Document for the project in their application. Where the Corps determines their participation is feasible, applicants must describe the project components that would involve the Corps, identify these components in their work plan, and provide estimated costs for those components within the project budget.

Authorizing Resolution from Governing Body

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

The resolution must:

- Authorize the submittal of the grant application for a Working Lands and Riparian Corridors Program riparian corridor restoration grant.
- Certify that the Applicant understands the assurances and certification in the application,
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, payment requests, if the project is awarded funding.

Payee Data Record

Applicants must complete the payee data record (fillable PDF format) with all appropriate tax information.

Form can be found at:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> . Enter STD 204 into the Form # field and select “contains” for the current version.

Collaboration and Support Letters

For projects that include multiple project partners, include letters of support from those partners. Collaboration letters should include:

- An explanation of the entity's relationship with the applicant.
- A description of the entity's jurisdiction as it relates to the project.
- A description of any intended contributions (e.g. financial contributions, donated staff time or resources) to support the project.
- A description of the entity's role in the collaboration or planning process.

Letters of support may be addressed to “Department of Conservation.”

Signage Plan

Include a draft of the sign proposed for placement on the project site, should the project be funded. The draft sign must comply with the signage requirements outlined in the Working Lands and Riparian Corridors Program Guidelines.

Greenhouse Gas Benefits

Applicants are required to report on the greenhouse gas benefits anticipated to accrue from their project in the application. Greenhouse gas benefits anticipated to accrue from projects should be measured using available emissions estimator tools such as [Carbon in Riparian Ecosystems Estimator for California \(CREEC\) tool](#). The Department is available to provide technical assistance in estimating project greenhouse gas benefits.

Appendix F: Grant Agreement

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)	GRANT AGREEMENT NUMBER: FISCAL 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 _____ 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 and attachments which are part of the Grant Agreement:	
Exhibit A, Scope of Work	Page(s)
Attachment 1: Project Location 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: Invoice	Page(s)
Exhibit C, General Terms and Conditions	Page(s)
Exhibit D, Special Terms and Conditions	Page(s)
Attachment 7: Invoice Dispute Notification Template	Page(s)
Exhibit E, Award Letter	Page(s)
Exhibit F, Guidelines	Page(s)
Exhibit G, Solicitation	Page(s)

IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.

GRANTEE	
GRANTEE'S NAME	
BY (<i>Authorized Signature</i>) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY (<i>Authorized Signature</i>) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

Exhibit A, Scope of Work

1. Project Background

Funding for this grant is from the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 approved on May 29, 2019, ([Exhibit F](#)) (Guidelines) which allocated bond funds to the Department to protect, restore, or enhance working lands and riparian corridors through conservation easements or other conservation actions. The Department released a Solicitation Notice and Application for Riparian Corridor Restoration and Conservation Grants on (Month Day Year) ([Exhibit G](#)). Grantee applied, and the Department awarded, a grant, to fund the project to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement. The Project is on approximately ___ acres of land commonly known as _____, located in _____, County, California (Property). The Property is generally shown on the Project Location Maps ([Attachment 1](#)).

The Grantee is responsible for the restoration means, methods, techniques sequences, procedures, and safety precautions and programs in connection with the Project. The Grantee shall ensure that the Property restored and/or enhanced with funds provided by the Department is operated, used, and maintained throughout the Project Life consistent with the Purposes of this Grant as set forth herein, Proposition 68, the Guidelines, the Solicitation, and the management plan. Restoration and enhancement projects will have a project life of typically 25 years after Department acceptance. Easements will have project life in perpetuity. This is the "Project Life."

While the Department undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. The Department undertakes no responsibility to the Grantee, the Landowner, or any third party, other than as expressly set forth in this Agreement. The responsibility for implementing the Project is solely that of the Grantee.

2. 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.

3. 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:

[add additional Grantee representatives if appropriate.]

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.

4. 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, described in the Work Plan ([Attachment 3](#)), the plans and specifications and in accordance with the Budget Detail Worksheet ([Attachment 5](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 7](#).
- C. Final Plans and Specifications, Management Plan, and Monitoring Plan shall comply with the requirements set forth in the Solicitation (Exhibit F).
- D. Obtaining the Department's acceptance of the Project on or before the termination date. The Project will be complete when all restoration work has been performed in accordance with the plans and specifications. The Grantee shall promptly finish or correct at its cost any restoration work that does not meet the plans and specifications. The Department may accept restoration work which is not in accordance with the plans and specifications instead of requiring its removal and correction, in which case the grant amount will be reduced as appropriate and equitable. Upon completion of the project, the Grantee shall submit a final report and final invoice, using the Final Report template ([Attachment 9](#)).

- E. Submitting invoices for reimbursement using the Invoice ([Attachment 6](#)) template, including any supporting documents.
- F. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- G. Complying with statutes, rules, regulations, permits applicable to this Grant Agreement and performance of the work.
- H. 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](#).

5. Site Visits

Grantee agrees that the Department or designated representative has the right to visit the project sites pertaining to the Project described in this Grant Agreement during performance of the work and for the Project Life. Provided that any person allowed on the property will not unduly interfere with the work being performed and will follow any safety requirements.

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. Project Review

Each quarter, the Grantee will meet with the Grantor's Grant Manager and other Department staff to discuss Project progress. The time, place, and manner of the meeting will be agreed upon beforehand.

B. Non-responsiveness

Non-responsiveness or repeated delays in arranging for either site visits or project reviews may result in the non-payment of delayed payment of invoices (Exhibit B) issuance of a stop work order (Exhibit D, Section 9), or notice of early termination of the grant agreement (Exhibit D, Section 6).

- C. When the Project is completed, Grantee must submit a Final Report ([Attachment 4](#)) with the last invoice. To complete and submit the Final Report:
1. 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](#).
 2. Use the Final Report Template, which is attached as [Attachment 9](#).
 3. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 2](#)).
 4. 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: Project Location Maps

Authorized 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:
(Type or Print Name)

Title:

Signature:

Date:

Delegated Authorized Signatories:

1. **Name:**
(Type or Print Name)

Title:

Signature: _____

Date:

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

Name:
(Type or Print 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: 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 4: Final Report

Final Report
Grantee Name
Project Name

Date Submitted
Grant Number

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Provide a list of project accomplishments.
3. 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.
4. Describe and explain any differences between the planned results, as listed in the Work Plan ([Attachment 3](#)), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
5. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
6. Attach any relevant documents to this report, including pre- and post-project photographs, as-built designs, and the final management plan. 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.

Name:
(Type or Print 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. Advance payments are not permitted under this Grant Agreement, except for projects that serve a disadvantaged community or severely disadvantaged community. Pursuant to Public Resources Code section 80030.
 - i. Advance payments must be kept in a separate, interest bearing account. Interest earned will offset the amount of funding provided through this grant.
 - ii. Grantee must submit monthly invoices documenting amount drawn from the advance payment, interest earned, and tracking match expended must be submitted.
 - iii. The failure to (1) maintain the advance payment in a separate interest-bearing account, (2) use the advance payment for only capital expenditures, or (3) not return any unspent advance payment after six months, will result in the Department not processing any further invoices until the failure has been corrected.
- C. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 5](#)).
- D. Payments are made only for completed tasks or subtasks. Payments are not made for partially completed tasks or subtasks.
- E. The Department may withhold 10% from the final payment until all terms of the Grant Agreement have been satisfied.
- 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.
- G. 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:
 - i. The 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. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 5](#)).
 - iii. Supporting documentation for reimbursement of funds.

- D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

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](#)) and Solicitation ([Exhibit G](#)).
- 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 5](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 3](#)).
- 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 ([Attachment 5](#)) 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 2](#)). 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 5, 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 6, Invoice

Department of Conservation
 Division of Land Resource Protection
 Email required invoice documents to: Grant Manager

Date:

Invoice Number
 Grantee Name
 Grant Number
 Invoice Period From to

Date Submitted
 Project Name

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

Cost Category	Total
Indirect Costs	
Travel Not to exceed \$5,000	
Cumulative Total	
Allocated Total	

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

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

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 three 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, and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act and Prevailing Wage 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 phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 7](#)) 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 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 with funds from the California Drought, Water, Parks, Climate Coastal Protection and Outdoor Access for All Act of 2018."

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.

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. Equipment Purchase

- A. Grantee must use all equipment acquired only to implement the Project.
- B. During the Project, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the Department agrees otherwise in writing. On completion or early termination of the Grant Agreement, the Department will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area. In making that determination, the Department will consider the useful life of the equipment, and Grantee may be required to refund the Department for the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.
- C. All equipment and machinery acquired is subject to call for emergency use in fire, storm, flood, or other disaster by a federal or state agency, county, city, or district in the state.
- D. Grantee assumes all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. The Department

may require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Department with no expense to the State. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

- E. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement.

The inventory record should include:

- i. Grant Number
- ii. Description of Equipment
- iii. Manufacturer Name
- iv. Model (if applicable)
- v. Model Year
- vi. Serial Number, License Number or Vehicle Identification Number
- vii. Date Purchased
- viii. Purchase Order Number
- ix. Original Cost

Non-expendable equipment so inventoried are equipment items that have a normal life expectancy of one year or more with an approximate unit price of \$5,000 or more. In addition, items of equipment that are prone to theft, loss, and misuse and may contain sensitive data costing less than \$5,000 must be inventoried.

The Equipment Inventory Record must be updated annually and upon request.

15. Continuing Obligations.

Grantee acknowledges its continuing obligations, for 30 years after the completion of this Project, under this agreement to fulfill the management plan and Monitoring and Reporting Plan. No termination of this Agreement shall sever the Grantee's obligations under this agreement and such obligations shall continue and survive any termination of this agreement.

In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the

Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000.00 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is received by Grantor.

Attachment 7, Invoice Dispute Notification Template

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

The invoice referenced above is disputed for the following reasons:

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

Comments:

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

NAME	DATE OF CONVERSATION
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IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
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<p>RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:</p>	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

Exhibit G, Solicitation

[Insert Solicitation here.]