

**California Department of Conservation  
Solicitation Notice and Application for:  
Land Trust Capacity and Project Development Grants**

**Pursuant To**

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

**FINAL**  
**May 31, 2019**



California  
**Department of  
Conservation**

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## **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 capacity building and project development grants funded under this program.

### **Funding Source**

This program is funded through Proposition 68.

### **Critical Dates** (proposed, subject to change)

Solicitation Notice and Application released —May 31, 2019

Applications due —July 31, 2019

Awards Announced—September 5, 2019

### **Contact for Questions**

Department of Conservation  
Division of Land Resource Protection  
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[CFCP@conservation.ca.gov](mailto:CFCP@conservation.ca.gov)  
(916) 324-0850

## Section 1: Introduction and Program Summary

### Background

The Department of Conservation ("Department") is pleased to announce funding opportunities for capacity building and project development 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 \$20 million to the Department to protect, restore, or enhance working lands and riparian corridors through conservation easements or other conservation actions. This solicitation specifies the eligibility and evaluation criteria, application process, and grant award and administration processes for projects that build land trust and other agricultural non-profit capacity to initiate and conduct agricultural conservation activities under this program.

California has identified agricultural and working lands conservation as a critical component of its climate adaptation and greenhouse gas emission reduction and carbon sequestration goals<sup>1,2</sup>. In recent years, the state has committed significant funds to agricultural land conservation, particularly through the Strategic Growth Council's California Climate Investments-funded Sustainable Agricultural Lands Conservation (SALC) Program, the California Farmland Conservancy Program (CFCP), and the Agricultural Land Mitigation Program (ALMP).

### *Listening Tour*

During the spring and summer of 2018, the Department conducted interviews with 40 land trusts, local government entities, and other conservation partners to assess the state of California agricultural conservation and identify how Department programs can increase conservation partner capacity to conserve agricultural lands throughout California.

Preliminary findings indicate that, while increased funding for agricultural land conservation has expanded conservation opportunities in recent years, lack of capacity restricts efforts to conserve agricultural lands throughout the state. Capacity concerns take several forms: lack of organizational capacity to develop and complete transactions, inability to develop and sustain collaborations, insufficient funding to complete projects, and lack of knowledge among landowners and the public of agricultural conservation efforts and the importance of agricultural conservation.

At a time when the state is seeking to increase the pace and scale of agricultural land conservation as a key component of its greenhouse gas emission reduction and carbon sequestration efforts, these impediments to agricultural land conservation pose a threat to the state's ability to meet its own goals.

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<sup>1</sup> January 2018 Safeguarding California Plan: 2018 Update.

<http://resources.ca.gov/docs/climate/safeguarding/update2018/safeguarding-california-plan-2018-update.pdf>.

<sup>2</sup> January 2019 Draft California 2030 Natural and Working Lands Climate Change Implementation Plan.

<https://www.arb.ca.gov/cc/natandworkinglands/draft-nwl-ip-1.3.19.pdf>.

## **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 for projects funded through the Working Lands and Riparian Corridors Program. All projects funded under this solicitation must adhere to the requirements set forth in the Guidelines.

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

### **Funding Availability**

\$950,000 is available through this solicitation for projects that build land trust and other agricultural non-profit capacity to initiate and conduct agricultural conservation activities. Funds will be awarded to those projects that best meet the goals and objectives of the Working Lands and Riparian Corridors Program. Applicants are encouraged to keep their requests scalable, as the Department may make partial grant awards, at its sole discretion.

### **Objectives**

Consistent with the Objectives set forth in the Guidelines, capacity grants must achieve the following objectives:

- Increase the pace and scale of agricultural land conservation throughout the state
- Support climate adaptation and resilience via agricultural lands conservation

### **Disadvantaged Community Benefits**

A minimum of 15% of combined grant awards from this solicitation should be used to serve severely disadvantaged communities, as described in the Guidelines. Where feasible, applicants should identify strategies to address the needs of severely disadvantaged communities and/or socially disadvantaged farmers and ranchers and increase their participation in proposed agricultural land conservation efforts.

Proposals determined to serve severely disadvantaged communities or socially disadvantaged farmers and ranchers<sup>3</sup> will receive more points.

### **Grant Term**

The grant term will be approximately 2 years. With written justification, the duration of a grant may be extended at the discretion of the department.

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<sup>3</sup> As defined in AB 1348 (Aguiar-Curry, 2018): [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB1348](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1348)

## **Contacts**

For questions about this solicitation, please contact the Department's Working Lands and Riparian Corridors team by email to [CFCP@conservation.ca.gov](mailto:CFCP@conservation.ca.gov).

## Section 2: Eligible Applicants and Project Types

### Eligible Applicants

Eligible applicants are land trusts and other nonprofit organizations with a demonstrated interest in the conservation of agricultural lands. Nonprofit organizations must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code.

### Eligible Project Types

Applicants may apply for funding for multiple project types. Applicants requesting funding for multiple project types must submit their request as one application. The Department will accept joint applications from multiple applicants so long as the lead applicant and intended grantee meets the Eligible Applicant requirement. A successful joint application will include meaningful, actionable, internal and external collaboration and demonstrate a commitment (such as match funding or memorandum of understanding) to the joint application from each participating eligible organization.

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

1. Project Development
2. Priority/Strategic Planning

Applicants are encouraged to engage stakeholders, including members of severely disadvantaged communities and socially disadvantaged farmers and ranchers, in their projects.

These funds cannot be used to develop projects designed to fulfill mitigation requirements imposed by law.

#### *Project Development*

The Department will provide grants to fund project development activities that should result in one or more specific, funding-ready agricultural land conservation projects that provide climate adaptation or resilience benefits to the state. This could include project development activities to support funding proposals for agricultural land conservation projects under the Department's agricultural land conservation programs, the Natural Resources Conservation Service's agricultural land conservation programs, and any other federal, state, or local agricultural land conservation programs.

Project development activities include:

- landowner outreach and engagement
- identification of funding opportunities
- grant writing and application preparation
- title work
- preparation of project materials.

The maximum award for project development grants is \$75,000.

#### *Priority/Strategic Planning*

The Department will provide grants to fund development of a conservation strategy or plan, or amendment to an existing strategy or plan, that integrates:

- agricultural land conservation, and
- climate adaption goals.

Conservation strategies or plans will result in a set of projects. Applicants may also use this funding to incorporate fire resilience and/or sustainable groundwater management into a conservation strategy or plan, so long as such incorporation is compatible with and in addition to incorporation of agricultural land conservation and climate adaptation goals.

The Department will consider joint applications from eligible organizations to create a regional or landscape scale joint conservation strategy or plan or amend an existing conservation strategy or plan.

The maximum award for priority/strategic planning grants is \$10,000. A grant awarded pursuant to a joint application may be up to \$10,000 per eligible organization.

#### **Eligible Costs**

Only eligible costs incurred during the grant agreement term will be reimbursed. All costs must be reasonable and supported by appropriate documentation. A reasonable cost, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of 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.

The following are eligible costs:

#### *Direct costs*

Direct costs incurred in order to execute the proposal are eligible for reimbursement, including direct costs incurred by grantees to engage with landowners, stakeholders, local government, and partners in activities directly related to the proposed project. Staff costs may include benefits, taxes, and leave in addition to the staff person's hourly rate.



To the extent that such activities are directly related to completing the proposed project, applicants are encouraged to utilize funding to:

- Collaborate and participate in knowledge sharing with partners
- Perform outreach to and engage diverse populations, particularly members of severely disadvantaged communities, socially disadvantaged farmers and ranchers, and tribal communities, to increase awareness within those communities about specific programs and opportunities
- Develop or expand coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs

Applicants who intend to use funding to support outreach activities should identify possible staff liaisons to diverse populations within their application.

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

#### Travel costs

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

- Accommodation-related travel costs: maximum reimbursement rates based on county as shown here: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>, 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://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>.
- Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
- No other travel-related costs will be reimbursed through this grant program.

#### Education and training costs

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

### *Indirect costs*

Indirect costs may account for no more than ten percent (10%) of the total grant award and may include those costs incurred by the grantee to administer the grant, such as:

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

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

To the extent that such activities are directly related to completing the proposed project, applicants are encouraged to utilize funding to implement or expand the use of multilingual and culturally appropriate materials in communications and educational strategies related to the proposal.

### **Ineligible Costs**

Common examples of ineligible costs are:

- Indirect costs in excess of ten percent (10%) of the award amount
- Education and training costs in excess of two percent (2%) of the award amount
- Costs that are 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
- Out of state travel.

## Section 3: Application and Selection

### Application Materials and Submission

The application template is provided in Appendix A and is available on the Department's website <https://www.conservation.ca.gov/dlrp>. Applicants should familiarize themselves with the Guidelines and this solicitation notice prior to completing the application.

Applicants should submit all required application materials via email to CFCP@conservation.ca.gov. Applications must be received digitally by 11:59 p.m. on the date due. Incomplete applications and applications not received by the deadline may not be considered at the sole discretion of the Department. Each applicant will receive an acknowledgement upon the Department's receipt of their application.

Due to the nature of these projects, consultation with the California Conservation Corps is not necessary and priority will not be awarded for such consultation.

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 applicant 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.

Eligibility Criteria	
Applicant is an eligible applicant.	Y/N
The proposal presents an eligible project type.	Y/N
The proposal does at least one of the following: <ul style="list-style-type: none"><li>• Improves a community's ability to adapt to the unavoidable impacts of climate change;</li><li>• Improves and protects coastal and rural economies, agricultural viability, wildlife corridors, or habitat;</li><li>• Develops future recreational opportunities; or</li></ul>	Y/N

<ul style="list-style-type: none"> <li>Enhances drought tolerance, landscape resilience, and water retention</li> </ul>	
The proposal demonstrates that the requested funding will increase the applicant's capacity to initiate and conduct agricultural land conservation activities.	Y/N
Application is complete and was received by the deadline.	Y/N

## Selection Criteria

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

Selection Criteria	Points
<b>Applicability to Program Objectives and Project Outcomes.</b> The extent to which the proposal aligns with the objectives stated in the program Guidelines and this solicitation. In evaluating these criteria, 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.	/25
<b>Project Need.</b> The extent to which the requested funding will build applicant capacity to initiate and conduct agricultural land conservation activities. In considering the applicant's need, the Department may consider whether the proposal includes sufficient rationale to justify the project need.	/25
<b>Project Team Qualifications.</b> The extent to which the proposal demonstrates that the project team has the qualifications and experience necessary, or has a plan to acquire the expertise necessary, to implement the proposal.	/5
<b>Schedule and Deliverables.</b> 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.	/10
<b>Budget.</b> The extent to which the proposed budget is appropriate for the work proposed, is cost effective, and is sufficiently detailed to describe project costs.	/5
<b>Community Support and Collaboration.</b> The extent to which the proposed project demonstrates stakeholder support for and engagement in the project.	/5

<b>Disadvantaged Community Benefits.</b> The extent to which the proposal serves or benefits severely disadvantaged communities and disadvantaged communities, including by providing workforce education and training, contractor, and job opportunities for disadvantaged communities.	/10
<b>Durability of Investment.</b> The extent to which the benefits identified in the proposal are expected to last beyond the completion of the project. In considering the durability of benefits associated with a proposal, the Department may evaluate the length of time the benefits are likely to last, as well as the type and extent of measures included in the application to ensure the durability of those benefits.	/5
<b>Cost Share.</b> The extent to which the application leverages other federal, State, local, or private funding as match.	/5
<b>Monitoring and Reporting.</b> The extent to which the application demonstrates a clear and reasonable approach for monitoring, assessing, and reporting project milestones.	/5
<b>Total proposal points/Total possible points</b>	/100

### Grant Awards and Execution

Grants will be awarded in accordance with the process set forth in Section 4 of the Guidelines. All grants will be subject to the terms outlined in Section 5 and 6 of the Guidelines.

## Appendix A: Application

This is the application for Land Trust Capacity and Project Development Grants under the Working Lands and Riparian Corridors Program. The grant application is composed of a Cover Sheet, Executive Summary, Application Question Responses, Work Plan, Budget, Project Area Map, and Resolution from Governing Body, and a Payee Data Record. Applicants applying for the Priority/Strategic Planning project type must also submit Collaboration and Support Letters.

Prior to July 1, 2019, interested applicants may contact staff with questions pertaining to the application. The Department will post responses to all questions to the program website by July 8, 2019.

### 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.

	1. Cover Sheet
	2. Executive Summary
	3. Application Questions
	4. Work Plan
	5. Budget
	6. Map(s)
	7. Authorizing Resolution from Governing Body
	8. Payee Data Record (STD 204)
	9. Collaboration and Support Letters (Priority/Strategic Planning project type only)

## 1. Cover Sheet

Project Information	
Project Title	
Proposed Project Type(s)	
Grant Request Amount	\$(Maximum is \$XXX)
Match Amount	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Total Estimated Project Cost	
Applicant Information	
Applicant Name	
Department/Office	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

## 2. Executive Summary

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

- The project types being proposed.
- How funding for the proposed project types will meet an organizational need.
- If applicable, any participating collaborators or partners and what role they will play.
- Any critical deadlines.

## 3. Application Questions

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

- A. Describe the proposed project. Which project type(s) are proposed? How will the proposal fill an organizational need of the applicant? How does the proposal relate to the objectives identified in the Working Lands and Riparian Corridors Program Guidelines and the Land Trust Capacity and Project Development solicitation?
- B. Describe the agricultural land base and agricultural conservation efforts within the applicant's jurisdiction. How does the proposal increase the applicant's ability to conserve agricultural lands within their jurisdiction?
- C. Describe how the proposed project contributes to climate change adaptation and resilience within the applicant's jurisdiction. If greenhouse gas emissions are likely to be reduced or avoided by the project, how will such reductions or avoidances be quantified?
- D. How will the project's outcomes be implemented and made durable? Over what period will outcomes remain effective?
- E. Describe your organization's experience developing and implementing similar projects. Describe any internal resources and capacity available to complete the proposed work, including any professional staff qualified to develop and successfully implement the proposed project. If your organization lacks the resources or capacity to complete the proposed project, describe your plan to acquire the expertise necessary to complete the proposed work.
- F. Explain how the project will serve severely disadvantaged communities or socially disadvantaged farmers or ranchers (e.g., through provision of workforce education and training, contractor, and job opportunities for residents of disadvantaged communities). Describe the community, farmers, or ranchers 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.

- G. Identify any stakeholders or partners expected to participate in the project. How will these stakeholders or collaborators be engaged? What is their expected involvement in the project? For the Priority/Strategic Planning project type, provide letters of support from collaborators as an attachment to the application.

#### 4. Work Plan

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

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

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

## 5. 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.

<b>DIRECT COSTS</b>	<b>Hourly Rate/ Unit Cost</b>	<b>Number of hours/units</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task...</b>	<b>Program Request</b>	<b>Match Funding</b>	<b>Total Funding</b>
<i>Personnel (including staff, contractors, and consultants)</i>								
<i>Travel</i>								
<i>Education/Training (maximum of 2% of grant)</i>								
		<b>Subtotal</b>	\$	\$	\$	\$	\$	\$
<b>INDIRECT COSTS (maximum of 10% of grant)</b>								
Example: Office space (prorated)								
Example: Supplies								
Example: Legal or Management staff								
		<b>Subtotal</b>	\$	\$	\$	\$	\$	\$
		<b>TOTAL</b>	\$	\$	\$	\$	\$	\$

## 6. Map(s)

A map or maps of the project area must be included in the application. Depending on the project type(s) selected, a map may encompass a single property, group of properties, or the applicant's jurisdiction. 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.

## 7. 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 land trust capacity and project development grant.
- Certify that the Applicant understands the assurances and certification in the application,
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, payment requests, and so on if the project is awarded funding.

## 8. 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.



## 9. Collaboration and Support Letters *(Priority/Strategic Planning project type only)*

For proposals that include the Priority/Strategic Planning project type, provide letters from collaborating entities and/or from the local community. 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 applicant's jurisdiction.
- 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 should be addressed to "Department of Conservation."

## Appendix B: Grant Agreement Template

State of California - Department of Conservation <b>GRANT AGREEMENT DOC6</b> <b>(new 12/18)</b>		GRANT AGREEMENT NUMBER:  FI\$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee")		
2. The Grant Agreement Term is: From _____ 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:		
Exhibit A, Scope of Work		3 Pages
Attachment 1: Authorized Signatory Form	1 Page	
Attachment 2: Work Plan	1 Page	
Attachment 3: Final Report	1 Page	
Exhibit B, Budget Detail and Payment Provisions		3 Pages
Attachment 4: Budget Detail Worksheet	1 Page	
Attachment 5: Invoice	2 Pages	
Attachment 6: Invoice Dispute Notification Template	1 Page	
Exhibit C, General Terms and Conditions		2 Pages
Exhibit D, Special Terms and Conditions		4 Pages
Exhibit E, Award Letter		1 Page
Exhibit F, Guidelines		1 Page
Exhibit G, Solicitation		1 Page
<b>IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.</b>		
<b>GRANTEE</b>		
GRANTEE'S NAME		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
Agency Name: Department of Conservation		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

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## Exhibit A, Scope of Work

### 1. Land Trust Capacity and Project Development Program Background

California has identified agricultural and working lands conservation as a critical component of its greenhouse gas emission reduction and carbon sequestration goals<sup>4</sup>, and a 2017 The Nature Conservancy study emphasizes the importance of agricultural land conservation in mitigating the impacts of climate change<sup>5</sup>. In recent years, the state has committed significant funds to agricultural land conservation, particularly through the Strategic Growth Council's California Climate Investments-funded Sustainable Agricultural Lands Conservation Program.

Funding for this Grant is available from the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 (Proposition 68), which allocated \$20 million to the Department to protect, restore, or enhance working lands and riparian corridors through conservation easements or other conservation actions.

### 2. The Project is Defined by the Application and Award Letter

The Department released the final Proposition 68 Guidelines Working Lands and Riparian Corridors Program ([Exhibit F](#)) (Guidelines) and Solicitation for Land Trust Capacity and Project Development Solicitation on May 29, 2019 ([Exhibit G](#)). In accordance with the Guidelines, Grantee applied and the Department awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement.

### 3. Authorized Signers

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

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

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

### 4. Project Representatives

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

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<sup>4</sup> January 2019 Draft California 2030 Natural and Working Lands Climate Change Implementation Plan. <https://www.arb.ca.gov/cc/natandworkinglands/draft-nwl-ip-1.3.19.pdf>.

<sup>5</sup> Griscom, B. W., et. al. (2017). Natural climate solutions. *Proceedings of the National Academy of Sciences of the United States of America*, 6. <https://www.pnas.org/content/early/2017/10/11/1710465114>.



Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

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

Grantee

Name	Title	Phone Number	Email

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

## 5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with the Budget Detail Worksheet ([Attachment 4](#)), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required

documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

## 6. Document Submission

### A. Electronic Mail

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

### B. Mail Service/Courier Service

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

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

## 7. Reporting Requirements

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

- A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
- B. Use the Final Report Template, which is attached as [Attachment 3](#).
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
- D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

## Attachment 1: Authorized Signatory Form

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

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### 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 \_\_\_\_\_

---

2. 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 2: Work Plan**

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

### Attachment 3: Final Report

Final Report	Date Submitted:
Grantee Name:	Grant Number:
Project Name:	

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

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

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

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Type or Print Name)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Exhibit B, Budget Detail and Payment Provisions

### 1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement except for projects that serve a disadvantaged community or severely disadvantaged community. Pursuant to Public Resources Code section 80030, for grants awarded for projects that serve a disadvantaged community, the administering entity may provide advanced payments in the amount of 25 percent of the grant award to the recipient to initiate the project in a timely manner.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

### 2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Except for authorized advanced payments, Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- C. A request for payment shall consist of:
  - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
  - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
  - iii. Supporting documentation for reimbursement of funds. Supporting documentation for reimbursement of expended funds. Supporting documentation for advance funds include cost estimates for performance of specified tasks within the Work Plan.
- D. If Grantee receives advanced funds, it will report monthly:
  - i. Eligible costs incurred and paid from advance funds and include supporting documentation (e.g., timesheets, activity logs, cancelled checks). Each cost

must correspond to a category and task identified in the Budget Detail Worksheet (Attachment 4)

- ii. Certification that the expenditures were for actual expenses for the tasks performed under the Grant Agreement.
  - iii. Remaining total of advance funds on hand.
- 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](#)) and Solicitation ([Exhibit G](#)).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines ([Exhibit F](#)) and Solicitation ([Exhibit G](#)).
- C. Only direct staff costs and indirect costs totaling no more than twenty percent (20%) of the total grant award are eligible for reimbursement.
- D. The Department will reimburse Grantee only for actual expenses incurred during the orientation and the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)). Except for approved costs related to the orientation, any costs incurred outside of the Grant Agreement term are not eligible for reimbursement.
- E. Grantee shall place advance funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on advances must be used solely on the Project. Unless spent on approved

costs, the grant amount will be reduced by the amount of the interest earned.

Unused advances and interest will be returned to the Department within 30 days of completion of the Project or termination of the agreement.

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

## 7. Budget Modifications

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

## 8. Amendments

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



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

## **Attachment 4, Budget Detail Worksheet**

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

## Attachment 5, Invoice

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

Date: \_\_\_\_\_

		Invoice Number:	
Grantee Name:		Grant Number:	
Project Name:			
Invoice Period		(Start Date)	(End Date)

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

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

Work Plan Task #	Description of Work Completed
	<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

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

Print Name:	Print Title:	
Signature:		Date:

## Attachment 6, Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

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

Comments:

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

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

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

RETURN A COPY OF THIS NOTIFICATOIN WITH THE  
CORRECTED INVOICE TO:

### STATE OF CALIFORNIA USE ONLY

DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

## Exhibit C, General Terms and Conditions

### 1. Approval

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

### 2. Amendment

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

### 3. Assignment

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

### 4. Records Retention

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

### 5. Audit

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to

performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

## **6. Indemnification**

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

## **7. Disputes**

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

## **8. Independent Grantee**

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

## **9. Non-Discrimination Clause**

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

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

## **10. Timeliness**

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

## **11. Governing Law**

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

## **12. Unenforceable Provision**

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



## **Exhibit D, Special Terms and Conditions**

### **1. Compliance with Laws and Regulations**

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

### **2. Subcontractors**

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

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

### **3. No Third-Party Beneficiaries**

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

### **4. Project Monitoring and Oversight**

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

### **5. Dispute Resolution**

#### **A. Invoice Disputes**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification

Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.

- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

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

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
  - The Grant Agreement number
  - A complete description of the basis for the dispute
  - Legal authority or pertinent facts, supporting arguments and documentation
  - Action requested for resolution

The "Notice of Dispute" shall be sent to:

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

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
  - The decision made
  - An explanation for the decision

- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

## 6. Termination

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

## 7. Waiver of Rights

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

## 8. Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is 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 with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
    - 7 or fewer passengers: \$1,000,000
    - 8-15 passengers: \$1,500,000

- 16+ passengers: \$5,000,000
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

## 9. Stop Work

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

## 10. Publicity

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

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

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

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

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

## **11. Drug-Free Workplace Certification**

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

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

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

## **12. Americans with Disabilities Act**

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

## **13. Air/Water Pollution Violation Certification**

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

## **14. Payee Data Record Form - STD 204**

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

## **Exhibit E, Award Letter**

[Insert award letter here. ]

## **Exhibit F, Guidelines**

[Insert Guidelines here.]

## **Exhibit G, Solicitation**

[Insert Solicitation here.]