|  |  |
| --- | --- |
| State of California - Department of Conservation**GRANT AGREEMENT** **(new 12/18)** | GRANT AGREEMENT NUMBER:FI$Cal NUMBER: |
| 1. This Grant Agreement is entered into by and between the Department of Conservation and       (Grantee): |
| 2. | The Grant Agreement Term is: | From      (Or upon execution of this Grant Agreement by both parties, whichever is later) | through       |
| 3.  | The maximum amount of this Grant Agreement is:  | $      |
| 4. The Grantee, by executing this Grant Agreement, agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Grant Agreement: |
| Exhibit A Scope of Work  |       Pages |
| Exhibit B Budget Detail and Payment Provisions  |       Pages |
| Exhibit C General Terms and Conditions  |       Pages |
| Exhibit D Special Terms and Conditions  |       Pages |
| Attachment 1 Project Map |       Pages |
| Attachment 2 Authorized Signatory Form  |       Pages |
| Attachment 3 Agricultural Conservation Easement Final Report Template  |       Pages |
| Attachment 4 Conditions of Funding Disbursal  |       Pages |
| Attachment 5 Easement Acquisition Invoice Template  |       Pages |
| Attachment 6 Associated Costs Invoice Template  |       Pages |
| Attachment 7 Invoice Dispute Notification Template  |       Pages |
| **IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.** |
| **GRANTEE** |
| GRANTEE’S NAME (if other than an individual, state whether a corporation, partnership, etc.) |
| BY *(Authorized Signature)*✍ | DATE SIGNED      |
| PRINTED NAME AND TITLE OF PERSON SIGNING |
|       |
| ADDRESS      |
| **STATE OF CALIFORNIA** |
| Agency Name: Department of Conservation  |
|       |
| BY *(Authorized Signature)*✍ | DATE SIGNED      |
| PRINTED NAME AND TITLE OF PERSON SIGNING      |
| ADDRESS      |

**EXHIBIT A**

**SCOPE OF WORK**

1. **Background and Project Statement**

The Sustainable Agricultural Lands Conservation Program (SALC Program), a component of the Strategic Growth Council’s (Council’s) Affordable Housing and Sustainable Communities (AHSC) Program, supports the California’s greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. Auction revenues from the Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC Program and which operate under the umbrella of California Climate Investments. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

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

The Department released the Final Grant Guidelines & Applications on April 20, 2018. The Guidelines are hereby incorporated by reference and made a part hereof. In the event of a conflict between the Guidelines and this Agreement, the terms of this Agreement shall control. In accordance with the Guidelines, Grantee submitted application [DOC Application Number] for the acquisition of a perpetual agricultural conservation easement on approximately [number of acres] of privately owned real property known as the [Property Common Name] located in/near [City/CDP] in the County of [County]. The [Property Common Name] is shown on Attachment 1. Acquisition of the conservation easement on the [Property Common Name] will be referred to as the “Project” throughout this Grant Agreement.

The Council awarded Grantee a grant for the Project at its November 27, 2018 meeting. The Department and Grantee enter into this Grant Agreement to provide the not to exceed funding identified in this Grant Agreement and set forth the terms and conditions upon which the grant will be administered.

1. **Authorized Signatories**

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

The 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).

Grantees must keep Authorized Signatory Forms up to date and submit changes through email to the Department within seven (7) working days of the change. Authorized Signatory Forms will be kept on file with the Department for up to three (3) years after the final invoice has been paid and one (1) year following an audit.

1. **Project Representatives**

The project representatives during the term of this Grant Agreement:

1. **Department**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** |  | **Title** | **Phone Number** | **Email** |
| [First and Last Name] |  | Grant Manager**\*** | [(xxx) xxx-xxxx] | [centralized email address] |

**\*** Unless otherwise stated within this Grant Agreement, all correspondences and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission, Exhibit A, Section 5.

1. **Grantee**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title** | **Phone Number** | **Email** |
| [First and Last Name] | [Title] | [(xxx) xxx-xxxx] | [Email address] |
| [First and Last Name] | [Title] | [(xxx) xxx-xxxx] | [Email address] |

Changes to the project representatives shall be made by either the Grantee or Department by providing a five (5) day advance written notice to the other party. The written notice shall be sent through email as an attachment and to be filed with this Grant Agreement.

1. **Grantee Responsibilities**

The Grantee is responsible for ensuring grant funding for the Project is used as intended, completed on-time and within budget. Grantee responsibilities include, but are not limited to:

* Performing all tasks necessary to complete the Project, in accordance with the Budget, Award Letter which is incorporated herein and made apart hereof, and in accordance with the Grant Guidelines.
* Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
* Complying with statutes, rules, regulations applicable to this Grant Agreement.
* Ensuring there is adequate cash flow to pay all grant-related expenses before requesting reimbursement.
* Submitting final report on schedule summarizing tasks completed and deliverables met during the term of this Grant Agreement.
* Compiling and submitting invoices on schedule for payment including supporting documents as scheduled and on time.
* Maintaining an accounting system that accurately reflects all fiscal transactions, and provides a good audit trail and accounting data as specified in the Records Retention and Audit sections of Exhibit B.
* Providing all required documents during an audit as specified in the Audit section of Exhibit B.
* Retaining all records of all required documents as specified in the Records Retention section of Exhibit B.
1. **Document Submission**
2. **Electronic Mail**

Please submit all documentation through electronic mail (email) unless another delivery method is required by this Grant Agreement. Correspondence and documents submitted through email must contain the Grant Agreement number and the Grantee’s name in the subject line.

1. **Mail Service/Courier Service**

When required by this Grant Agreement, 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’s Name – Grant Agreement Number]

801 K Street, 14th Floor, MS 14-15

Sacramento, CA 95814

1. **Reporting Requirements**

The Grantee is required to monitor and review all work performed to meet scheduled deliverables. The Grantee must provide a final report and ensure the project is completed on schedule and within budget in accordance with this Grant Agreement.

1. The final report must be completed using the reporting template included in this Grant Agreement (Attachment 3).
2. Grantee is required to report the employment outcomes for projects if the total grant award is $1 million or more.
	1. Employment outcomes include:
		1. the job classification or trade supported;
		2. any job training credentials;
		3. the number of jobs provided per classification;
		4. the number of jobs provided to employees from priority populations;
		5. total hours worked on the project;
		6. total hours worked by employees from priority populations;
		7. average hourly wage;
		8. average hourly wage for employees from priority populations;
		9. total number of workers that completed job training (if relevant);
		10. a description of job quality; and
		11. any other information required by the California Air Resources Board.
	2. Additional information is available on the jobs tab of the SALC Program CCIRTS reporting template available at: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.
3. If the project falls substantially behind the implementation schedule agreed to between it and the Department, the Department may require Grantee to submit quarterly Progress Reports for the remainder of the Grant Term, unless or until this requirement is deemed to be no longer necessary by the Department. The initial Progress Report must explain why the project is behind schedule, provide an updated implementation schedule to address the delay, and describe the steps being taken to ensure that the project is continuing to move towards completion within the Grant Term. Subsequent Progress Reports shall detail the Grantee’s progress toward completing the acquisition in a timely matter.
4. All reports must be submitted to Grant Manager on the required due date. Reports are not deemed received until the Grant Manager confirms receipt of the report.
5. All reports must be signed by the Authorized Signatory or designee on file with the Department as stated in Authorized Signatories.
6. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.
7. A Final Report shall be submitted with the final Associated Costs invoice. If a grantee is not requesting reimbursement for Associated Costs, the Final Report must be submitted within 30 days of close of escrow.
8. **Accounting of Stewardship Funds.**

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

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Budget**
2. Except as otherwise provided herein, the maximum budget is $      (“Budget”) and shall not exceed the following line items:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SALC Program** | **Grantee Match** | **Total** |
| Agricultural Conservation Easement Acquisition (note add additional line items for each easement) | $      | $      | $      |
| Associated Costs  | $50,000 | $      | $      |
| Total | $      | $      | $      |

1. Easement Acquisition

[Option Based on Number of Easements in Project]

[Option A – One Easement]

* 1. The Agricultural Conservation Easement Acquisition cost will be based upon and shall not exceed the value described approved appraisal approved by the Department of General Services prior to closing. The Department’s portion of the Agricultural Conservation Easement Acquisition cost shall not exceed the amount approved by Council as set forth in the Budget. Any savings resulting from an appraised easement value that is lower than the estimate contained in may be apportioned to the participating funders to preserve the required match.
	2. If the final appraisal approved by the Department of General Services contains an easement value that is higher than the Agricultural Conservation Easement Acquisition cost then, upon request by the Grantee, provided SALC Program funds are available, awards may be increased:
		+ 1. by up to 5% without further action by the Council, or
			2. up to 15% with formal action by and at the discretion of the Council.
	3. In no case shall the SALC contribution to the Easement Acquisition cost exceed 75% of the appraised easement value, except if the Project met the requirements for reduced match at the time of award.
	4. The Grantee may be required by the Department to obtain an updated appraisal if the effective date is not within 12 months of the escrow closing date.

 [Option B – Multiple Easements]

1. The actual Acquisition cost for each Agricultural Conservation Easement Acquisition will be based upon and shall not exceed the value described in the approved appraisal for each Agricultural Conservation Easement Acquisition at the time of closing. Except as otherwise set forth herein, the actual subtotal of the Department’s portion of the cumulative Acquisition Cost for the Easements covered by this Grant Agreement shall not exceed the amount set forth in the Budget.

Any savings resulting from a combined appraised easement value that is lower than the estimate contained in may be apportioned to the participating funders to preserve the required match.

1. If the final appraisal approved by the Department of General Services contains an easement value that is higher than the Agricultural Conservation Easement Acquisition cost then, upon request by the Grantee, provided SALC Program funds are available, the cumulative Acquisition Cost for the all easements may be increased:
	* + 1. by up to 5% without further action by the Council, or
			2. up to 15% with formal action by and at the discretion of the Council.

Provided however, that total award for the Agricultural Conservation Easement acquisition cost

1. In no case shall the SALC contribution to the Easement Acquisition cost for all easements exceed 75% of the appraised easement value, except if the Project met the requirements for reduced match at the time of award.
2. Should the Easements funded by this Grant Agreement close simultaneously, the cumulative match for the Easements shall meet the required match. Should the Easements close at different times, each Easement shall meet the required match independently of one another.
3. The Grantee may be required by the Department to obtain an updated appraisal if the effective date is not within 12 months of the escrow closing date.
4. Associated Costs
	1. The following associated costs are eligible for reimbursement:
5. Fully-burdened applicant staff time for:

easement negotiations;

title work;

project mapping;

appraisal review and coordination; and

SALC-required reporting

1. Technical and legal consulting;
2. Appraisal accepted by the Department of General Services;
3. Preliminary title report;
4. Baseline conditions report;
5. Escrow fees;
6. Title insurance fees;
7. Property boundary survey(s);
8. Building Envelope survey(s);
9. Environmental site assessment(s);
10. Mineral remoteness evaluation(s); and
11. Tribal consultation(s).
	1. Any other costs are ineligible for reimbursement. Such costs include:
12. Costs incurred outside the grant term;
13. Indirect or overhead costs;
14. Travel;
15. Ceremonial expenses;
16. Expenses for publicity;
17. Bonus payments of any kind;
18. Interest expenses;
19. Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise;
20. Services, materials, or equipment obtained under any other State program;
21. Real estate brokerage fees and/or expenses
22. Stewardship or legal defense funds
23. CEQA documentation
24. Match Funding.
	* 1. Funds provided by the Grantee as the required match for the easement acquisition must be identified within the invoice. Supporting documentation for matching funds does not need to be submitted to the Department but should be retained by the Grantee in the event of an audit.
25. **Invoicing and Payment**
26. **General Requirements.**
	1. Advance payments are not permitted under this Grant Agreement except as provided herein for easement acquisition costs deposited in escrow.
	2. The Department will only reimburse the Grantee for actual expenses incurred during the term of this Grant Agreement as specified in the Budget. Any work performed prior to the start date or after the termination date will not be reimbursed.
	3. A draft invoice must be submitted to the Grant Manager for review prior to submission of a signed invoice. Each signed invoice must be submitted on official letterhead using the customized invoice template. The invoice must include the grant number, an itemized description of the tasks, and for the Associated Costs invoice, the time period covered by the invoice. Furthermore, costs requested in advance, in the case of the easement acquisition invoice, or for reimbursement, in the case of the Associated Costs invoice, must be consistent with the Budget.
	4. Invoices must be signed by the Authorized Signatory or Authorized Designee. If there is a question as to the authority of the signer that cannot be resolved to the satisfaction of the Department, the invoice will not be accepted.
		1. Invoices are subject to approval and audit by the Department. If an invoice is disputed, the Department shall contact the Grantee within fifteen (15) working days of receipt of the invoice. The Department will not reimburse the Grantee for any time it spends correcting invoices or amending this Grant Agreement.
27. **Invoices.**

Upon notification by the Department that the conditions set forth in the “Easement Acquisition Costs” of the Conditions of Funding Disbursal attachment (Attachment 4) have been satisfied, the Grantee shall submit an invoice for the Easement Acquisition Cost to the Department using the Department’s easement acquisition invoice template (Attachment 5). The invoice for the Easement Acquisition Cost(s) shall not include any Associated Costs.

* 1. Associated Costs.

Grantee may invoice for associated costs on no more than a monthly basis beginning 60 days after the Grant Agreement effective date.

Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor’s invoices, activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by the Grantee.

* + 1. Records documenting time spent shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or objectives to which the individual’s time was devoted, the hourly rate, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
1. **Invoice Dispute**
2. In the event of an invoice dispute, the Grant Manager will notify the Grantee by phone and follow up in writing via an Invoice Dispute Notification (Attachment 7) within fifteen (15) working days of receipt of the disputed invoice. During the invoice dispute, both parties shall deal in good faith to resolve the dispute. The Grantee shall continue the responsibilities and obligations under the terms of this Grant Agreement during the dispute.
3. If the Grantee contests the decision made by the Grant Manager, the Grantee shall submit, in writing, a “Notice of Dispute” as stated in Dispute Resolution found in Exhibit D, Section 5B.
4. **Budget Contingency Clause**
5. It is mutually agreed that 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 be of no further force and 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.
6. 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 Agreement with no liability occurring to the Department or offer an agreement amendment to Grantee to reflect the reduced amount.
7. **Cost Principles**
8. Direct costs and administrative costs incurred during the term of this Grant Agreement will be eligible for compensation. Direct costs may include, but are not limited to: Easement purchase price, reasonable costs associated with the acquisition of an easement including fully-burdened staff time for easement negotiation, title work, and project mapping, technical and legal consulting, appraisal, preliminary title report, baseline conditions report, escrow fees, title insurance fees, surveys, environmental site assessment(s), mineral remoteness evaluations. Administrative costs may include, but are not limited to staff salaries and benefits, and other resources used to administer the grant. “Administration of the grant” may include, but is not limited to: activities required for coordinating partner relationships, reporting, invoicing, etc.
9. Indirect costs are not eligible for reimbursement. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to this Grant Agreement but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: Indirect overhead, ceremonial expenses including food and beverages, travel, expenses for publicity, bonus payments of any kind, interest expenses, damage judgments arising from acquisition, construction or equipping of a facility whether determined by judicial process, arbitration, negotiation or otherwise, services, materials or equipment obtained under any other State of California program, real estate brokerage fees and/or expenses, stewardship or legal defense funds, or signs.
10. **Amendments**

The Grantee must request and obtain prior written approval before any amendment, including changes to staffing or Grantee name changes, of this Grant Agreement is valid.

1. Request for amendments must:
	1. be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department;
	2. be submitted through email to the Grant Manager at least three (3) months prior to when the amendment is needed, but not less than six (6) months prior to the Grant Agreement end date;
	3. include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request; and
	4. include copies of the document(s) to amend and revised document(s) with those changes.
2. The Grant Manager shall respond in writing through email within seven (7) days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
3. 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.

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**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **Approval**

This Grant Agreement is of no force or effect until signed by both parties.

1. **Amendment**

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Grant Agreement not incorporated in this Grant Agreement is binding on any of the parties.

1. **Assignment**

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

1. **Records Retention**
2. The Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, amendments, modifications, letters, email correspondences, financial records, documents and required reports for a minimum of three (3) 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.
3. The Grantee shall adequately protect all records, physical and electronic from loss, damage or destruction during the three (3) year retention period.
4. **Audit**
5. Grant funded projects are subject to audit by the State of California at least annually for three (3) years. Grantee agrees that the Council, Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records andsupportingdocumentationpertaining to the performance of this Grant Agreement. The audit will 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.
6. At any time, the Council, Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee’s records to ensure proper grant management. The Grantee shall be given advance notice when the grant funded Project is selected for an audit or review by the Council, Department, Department of Finance, Bureau of State Audits, or their designated representative. The 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, the 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. The 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.
7. **Indemnification**

Grantee agrees to indemnify, defend and save 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.

1. **Disputes**

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

1. **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 or employees or agents of the Department.

1. **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 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, anddenial of family care leave. Grantee and subcontractors shall insure 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 provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (CaliforniaCode of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code ofRegulations,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.

1. **Timeliness**

Time is of the essence in this Grant Agreement.

1. **Governing Law**

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

1. **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, the 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. The 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.

1. **Subcontractors**

The Department’s contractual relationship is with the Grantee, and not any of its subcontractors. The Grantee is entitled to make use of its own staff and subcontractors,, 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. The 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.

Any requests to add or modify subcontractors requires file documentation that the proposed subcontractor was selected in compliance with the Grantee’s competitive bidding and sole sourcing requirements.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The 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 the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the Department’s obligation to make payments to the Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor

1. **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.

1. **Project Monitoring and Oversight**

Project monitoring and oversight is essential to ensure the Project stays within scope and completed on schedule and within budget in accordance with this Grant Agreement. The Department and Grantee will work collaboratively to ensure the Grant is administered and easement acquired within the Grant Term.

1. **Dispute Resolution**

In the event of a dispute, both parties shall deal in good faith and attempt to resolve all disputes informally. During a dispute, the Grantee shall continue the responsibilities and obligations under the terms of this Grant Agreement during a dispute.

1. The Grantee shall first attempt to resolve the dispute with the Grant Manager.
2. If the Grantee contests the decision made by the Grant Manager, the Grantee must submit, in writing, a “Notice of Dispute” on official letterhead to the Division Director, Division of Land Resource Protection or it’s designee.
3. The dispute notification shall include:
4. the Grant Agreement number;
5. a complete description of the basis for the dispute;
6. legal authority or pertinent facts, supporting arguments and documentation;
7. action requested for resolution; and
8. an “Authorized Signatory” on file with the Department.
9. The dispute notification 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

1. Within 30 days after receipt of the “Notice of Dispute,” the Division Director or it’s designee shall review the dispute and submit a written decision to the Grantee which shall include:
2. the decision made;
3. an explanation for the decision in accordance with this Agreement; and
4. whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision.
5. **Term and Termination**
6. The Grant Agreement Term may be extended by a maximum of one year.
7. **Completion of Project.** This Grant Agreement shall automatically terminate upon: (i) expiration of the term; or (ii)payment of the final invoice by the Department, or, should no Associated Costs be requested in this Grant Agreement, upon the Department’s acceptance and approval of the Grantee’s Final Report.
8. **Without Cause.** Either Party may terminate this Grant Agreement without cause 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 the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date.
9. **For Cause.** The Department may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided.
10. **Severability**

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

1. **Waiver of Rights**
2. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from The Department, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
3. The 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.
4. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.
5. **Insurance Requirements**
6. A Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
7. If the 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 the Grantee, its subcontractors or its employees engaged in the provision of service specified in this Agreement:
8. Worker’s 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.)
9. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.
10. Motor vehicle liability with limits not less than the amounts below combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
	* 7 or fewer passengers: $1,000,000
	* 8-15 passengers: $1,500,000
	* 16+ passengers: $5,000,000
11. 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.
12. The Grantee shall submit proof of insurance documents to the Department electronically within thirty (30) days of signing this Grant Agreement.
13. The Grantee shall notify the Department in writing electronically within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
14. The Grantee shall submit electronically 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.
15. **Stop Work**

In the event that it is determined at the sole discretion of the Department that the 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, the Grantee shall cease all work under this Grant Agreement. The State has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to the Grantee to resume work under this Grant Agreement.

1. **Publicity**

All project publicity should acknowledge “California Climate Investments” as a source of funding. All written media-related or public outreach products should also include the CCI logo in a manner consistent with the most current version of the CCI Logo Usage Guidelines. Websites, announcements, press releases, and publications must also include specific CCI acknowledgement language as delineated in CARB’s most recent Cap-and-Trade Auction Proceeds, Funding Guidelines for Agencies that Administer California Climate Investments and available through the Department.

Grantees should include the email address: CCIpress@arb.ca.gov on any distribution lists and post the @CAClimateInvest Twitter link on its website.

The most recent Logo Usage Guidelines are available through the Department and are posted on the California Climate Investments website at <http://www.caclimateinvestments.ca.gov/logo-graphics-request/>.

1. **Drug-Free Workplace Certification**

Grantee 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:

1. 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.
2. Establish a Drug-Free Awareness Program to inform employees about:
	1. the dangers of drug abuse in the workplace;
	2. the person's or organization's policy of maintaining a drug-free workplace;
	3. any available counseling, rehabilitation and employee assistance programs; and,
	4. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on this Grant Agreement will:
	* + 1. receive a copy of the company's drug-free workplace policy statement; and,
			2. 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: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

1. **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.)

1. **Air/Water Pollution Violation Certification**

Under State of California laws, the Grantee shallnot 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.

1. **Payee Data Record Form - STD 204**

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

**ATTACHMENT 1**

**Project Map**

*[insert map]*

**ATTACHMENT 2**

**AUTHORIZED SIGNATORY FORM**

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

**Grantee Authorized Signatory:**

**Name:**  **Title:**

 *(Type or Print Name)*

**Signature:** **Date:**

**Delegated Authorized Signatories:**

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

**Signature:** **Date:**

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

 Grant Amendments Budget Amendments Reports

 Invoices Other \_\_\_\_\_\_

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

**Signature:** **Date:**

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

 Grant Amendments Budget Amendments Reports

 Invoices Other \_\_\_\_\_\_

**ATTACHMENT 3**



**ATTACHMENT 4**

**CONDITIONS OF FUNDING DISBURSAL**

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

1. California Department of General Services has approved the appraisal:
	* 1. Grantee has provided the Department with an electronic copy and one hard copy of the appraisal; and,
		2. The appraisal complies with the Department’s *Overview and Preparation of Agricultural Conservation Easement Appraisals* and DGS’s Appraisal Specifications, as determined by the Department.
2. Department has approved or has incorporated Department approval of the following into the joint escrow instructions as conditions of closing:
	1. Final draft agricultural conservation easement including all exhibits/attachments and any title exceptions that the easement will be subject to;
	2. Pro forma title policy;
	3. Any subordination agreements and documents needed to resolve title-related issues identified by the Department or Grantee;
	4. Final draft Baseline Documentation Report;
	5. Estimated escrow closing statement;
	6. Joint escrow instructions that, at a minimum, require the following as conditions prior to either disbursing escrow funds or closing escrow, depending on the task:
	7. Subordination or release of all senior liens or financial encumbrances on the property;
	8. Escrow officer’s signature acknowledging receipt of the instructions and agreeance to act in accordance therewith;
	9. Recordation of the agricultural conservation easement(s) immediately upon close of escrow;
	10. Issuance of a title insurance policy, naming the Department as an additional insured for the full amount of the appraised value of the easement, with no exceptions to title other than those identified in the Proforma approved by the Department;
	11. Provision that the escrow officer provide a copy of the recorded easement, final title policy, recorded subordination documents, final escrow closing statement, and any other items that the Department may require to the Department within 30 days of closing; and,
	12. Provision that, should the easement not be conveyed to the grantee, all SALC Program funds will be returned to the Department.
3. Grantee has authorized the responsible title and/or escrow officer to communicate with the Department regarding the escrow associated with the agricultural conservation easement transaction.

**ATTACHMENT 5**

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**ATTACHMENT 6**

**Associated Costs Invoice**

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**ATTACHMENT 7**

**INVOICE DISPUTE NOTIFICATION**

