

**California Department of  
Conservation Solicitation Notice  
and Application for: 2021 California  
Farmland Conservancy Program  
Land Improvement Projects and  
Agricultural Conservation Easement  
Grants**

**Final April**

**2021**



California  
**Department of  
Conservation**

**Contacts**

For questions about this solicitation, please contact the Department by email at [cfcg@conservation.ca.gov](mailto:cfcg@conservation.ca.gov).

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## 2021 California Farmland Conservancy Program

### At-A-Glance

#### Program

This solicitation specifies the eligibility and evaluation criteria, application process, grant award and grant administration processes for grants funded under this program for the voluntary acquisition of agricultural conservation easements on agricultural lands that are under pressure of being converted non-agricultural use; and land improvement grants that directly benefits the lands protected by agricultural conservation easements.

#### Funding Source

This program is funded by the Safe Neighborhoods, Clean Water, Clean Air, and Coastal Protection Act of 2000 (Proposition 12), California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40), and California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

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

Draft Solicitation released for comment—January 13, 2021

Close public comment period—February 12, 2021

Solicitation released—April 02, 2021

Pre-proposals due—May 14, 2021

Applications due—September 10, 2021

Awards announced—December 2021

Grant agreements returned from awardees—March 2022

#### Contact for Questions

Department of Conservation

Division of Land Resource Protection

California Farmland Conservancy Program

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## Section 1: Introduction and Program Summary

### Background

The Department of Conservation's (Department) longest-running program, the California Farmland Conservancy Program (CFCP), provides grants to local governments and qualified nonprofit organizations for the voluntary acquisition of conservation easements and restoration of and improvements to agricultural land. CFCP was created in 1995 and is contained within Division 10.2 of the Public Resources Code (PRC) (Sections 10200 to 10277) and the Revenue and Taxation Code (Sections 421.5 and 422.5). Related regulations are located in the California Code of Regulations, Title 14, Division 2, Chapter 6, Sections 3000 through 3015. For proposed projects within the coastal zone (as defined in Section 30103 of the PRC), CFCP works in consultation with the State Coastal Conservancy (PRC §10225).

This solicitation is designed to provide the information necessary for applicants to successfully complete a grant application, and to contribute to the Department's mission to balance today's needs with tomorrow's challenges and fosters intelligent, sustainable, and efficient use of California's energy, land, and mineral resources.

### Funding Availability

This program is funded by the Safe Neighborhoods, Clean Water, Clean Air, and Coastal Protection Act of 2000 (Proposition 12); the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40); and, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The 2020 California Farmland Conservancy Program will implement these multiple appropriations.

There is no maximum limit on the amount that can be applied to for each easement and land improvement grant proposal.

### Program Goals

Projects funded through this solicitation need to meet at least one of the following goals:

- Encourage voluntary, long-term private stewardship of agricultural lands.
- Protect farming or ranching operations in agricultural areas from nonfarm or nonranch land uses that may hinder and curtail farming or ranching operations.
- Encourage the long-term conservation of productive agricultural lands in order to protect the agricultural economy of rural communities, as well as that of the state, for future generations of Californians.
- Support access to land for socially disadvantaged farmers and ranchers and the successful operation of their agricultural operations.
- Encourage local land use planning for orderly and efficient urban growth and conservation of agricultural land.
- Encourage local land use planning decisions that are consistent with the state's policies regarding agricultural land conservation.

- Encourage improvements to enhance the sustainability of long-term agricultural uses.
- Promote land stewardship practices that result in clean air, clean water, carbon sequestration , and healthy natural ecosystems.
- Support climate adaptation and resilience via agricultural lands conservation.

## **Severely Disadvantaged Communities and Socially Disadvantaged Farmers and Ranchers**

Where possible, applicants should identify strategies that address the needs of severely disadvantaged communities as defined in PRC 80002(n), disadvantaged communities as defined in PRC 80002(e) and/or socially disadvantaged farmers and ranchers as defined Food and Ag Code Section 512 and increase their participation in proposed agricultural land conservation efforts.

To meet the requirements of Proposition 68, the Department intends to allocate at least 15% of the available funding to grants that serve severely disadvantaged communities.

Projects funded through the Department's Proposition 68 allocation that serve disadvantaged communities are eligible for up to 25 percent advance payment to initiate the project in a timely manner.

Further, in addition to the selection criteria which provide points to proposals that are determined to serve severely disadvantaged communities, disadvantaged communities, or socially disadvantaged farmers and ranchers as defined under Food and Ag Code Section 512, the Department may prioritize funding for proposals that are determined to serve severely disadvantaged communities.

## **Publicity**

All materials designed to publicize the funding or completion of projects funded through this solicitation must include recognition of the CFCP program, funding being provided and must be reviewed and approved by the Department prior to reproduction or distribution.

Applicants are encouraged to inform landowners and other partners that a successful grant application may result in publicity.

## **Confidentiality**

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

## **Nondiscrimination**

Consistent with Article I, Section 31 (a) of the California Constitution, the State of California and its programs shall not discriminate against, nor grant preferential treatment to, any

individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

## Section 2: Eligible Applicants and Project Types

### Eligible Applicants

The following are applicants eligible to apply for funding: cities, counties, nonprofit organizations, resource conservation districts, or a regional park or open-space districts or regional park or open-space authorities.

- Applicants that are nonprofit organizations must have among its stated purposes the conservation of agricultural lands and hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).
- Applicants that are regional park or open-space district or a regional park or open-space authority must have the conservation of farmland among their stated purposes, as prescribed by statute, or as expressed in the entity's locally adopted policies.

An application can be submitted by either a single applicant or multiple entities that are collaborating on the project. For easements, the intended easement holder must meet the above requirements.

Eligible applicants are not limited in the number of project applications they may submit.

### Eligible Projects

This solicitation will fund the following two project types, both of which need to demonstrate innovative farm and ranch management practices and protections that improves climate adaptation and resilience by improving soil health, carbon sequestration, water supply, water quality, and/or habitats:

- **Agricultural Conservation Easements** – Grants to protect agricultural lands under threat of conversion to nonagricultural uses through the acquisition of voluntary, permanent agricultural conservation easements ("agricultural conservation easement" or "easement"). "Agricultural land" means either:
  - Prime farmland, farmland of statewide importance, unique farmland, farmland of local importance, and commercial grazing land as defined in the Guidelines for the Farmland Mapping and Monitoring Program, pursuant to Section 65570 of the Government Code or
  - In those areas of the state where lands have not been classified by FMMP, then the land shall meet the requirements of "prime agricultural land" as set forth in subdivision (c) of Section 51201 of the Government Code.
- **Land Improvements** – Grants for the improvement of lands protected by existing CFCP agricultural conservation easements, or of lands protected by other qualified conservation easement programs, if the improvement will directly benefit lands protected by CFCP easements. Easement location information is available at:
  - [National Conservation Easement Database](#)
  - [California Conservation Easement Database](#)

Projects must satisfy one or more of the following criteria:

- The improvement will enhance the agricultural value of land protected by an easement and promote its long-term sustainable agricultural use such as water supply development and revegetation of eroding streambanks.
- The improvement will increase the compatibility of agricultural operations with sensitive natural areas.
- The improvement will demonstrate new and innovative best management practices that have the potential for wide application.
- The proposed improvement includes the financial and technical involvement of other agencies, such as resource conservation districts, the Wildlife Conservation Board, California Department of Food and Agriculture, the United States Farm Services Agency, and the United States Natural Resources Conservation Service.
- The improvement is part of a coordinated watershed management plan or the equivalent.
- The application satisfies other relevant criteria established by the Department.

## **Eligible Costs**

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

### *Reasonable*

For an eligible cost to be reasonable, the cost, in its nature and amount, must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or proper and efficient performance of project.
- The restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; federal, local, tribal, and other laws and regulations; and terms and conditions of the project.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

### *Direct Costs*

- Staffs' fully burdened rate, consultant or contractors' hourly rate.
- Travel. Eligible travel costs are limited to a maximum of \$5,000 and can only be used for in-state travel for grantee's staff as necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:
  - Accommodation-related travel costs: maximum reimbursement rates based on county as shown at: <http://hrmanual.calhr.ca.gov/Home/Manualitem/1/2203>, with no option for approval of an excess "lodging rate".

- Rental car costs of personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: <http://hrmanual.calhr.ca.gov/Home/Manualitem/1/2202>
- Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to the 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.
- Easement acquisition cost up to either 90 or 95 percent, depending on the type of match provided, of the appraised fair market value of the easement.
- Land improvement implementation activities including:
  - Equipment, material, and utilities.
  - OSHA-required or recommended beverages, shade structures, or other similar items
- The following incidental costs related to easement acquisition up to 10% of the appraised easement value:
  - Preliminary title report
  - Baseline conditions report
  - Escrow fees
  - Title insurance fees
  - If justification supports in application, the following may be eligible incidental costs:
    - Property boundary survey
    - Building Envelope survey
    - Environmental site assessment
    - Mineral remoteness evaluation
    - Tribal consultation
    - Management Plan
    - Appraisal update
- The following incidental costs related to land improvement projects up to 10% of the total grant award:
  - Office space
  - Supplies and equipment
  - Legal or management oversight
  - Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

## **Ineligible Costs**

Common examples of ineligible costs are:

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

- Insurance not listed above
- Out of state travel

## **Match Funding**

Match funding is required. Both project types require a minimum amount of match funding. The amount of match is a component of the selection criteria used to evaluate grant applications. Matching funds may be provided directly by the applicant, or from other funding sources (e.g., other grant funds, local government contributions, volunteer hours). Except for the easement monitoring endowment, costs used for match funding must be eligible costs.

### *Easement:*

Each application for an easement grant pursuant to CFCP must include a matching component of either (1) not less than 5 percent of the value of the grant or (2) a landowner donation of not less than 10 percent of the fair market value of the agricultural conservation easement. Combinations of donations and match must be at least 10 percent of the value of the easement. Up to 50 percent of easement monitoring endowment contributions may be applied toward the match requirement.

### *Land Improvement:*

Each application for a Land Improvement grants pursuant to CFCP must include a matching component of not less than 10% of the proposal's total cost. Grant applications will be evaluated, in part, based on the amount of matching funds and in-kind services provided.

## Section 3: Application, Selection, and Award

### Application Materials and Submission

The pre-proposal and application templates for agricultural conservation easements and agricultural land improvement grants are provided in Appendix B, Appendix C, and Appendix D, respectively, and are available on the [Department's website](#). Applicants should familiarize themselves with this Solicitation prior to completing the application.

Applicants must submit all required application materials via email to [cfcg@conservation.ca.gov](mailto:cfcg@conservation.ca.gov). Applications must be received digitally by due date specified in the "At-A-Glance" section of this solicitation.

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

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

### Application Review Process

All pre-proposals and applications received by the Department will be evaluated based on the materials provided as of the pre-proposal and application deadlines, respectively. Department staff may also review publicly available information as reasonable to verify the provided information. Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, readiness, and the extent to which they meet the Selection Criteria and address program goals.

#### *Site Visit*

Department staff may perform a site visit of each proposed project to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified during the review. Applicants will be asked to arrange a tour of the property, which must be attended by a representative of the applicant and by the property owner or property owner representative. In response to COVID-19, site visits may be in-person or virtual.

#### *Determination Timeline*

The Department shall act on an application for a grant within 180 days after the Department determines that it is complete. The Department Director will make the final determination as to which projects are approved for reward.

#### *Disapproval of Application*

If the Department disapproves a grant application, the applicant shall be given written notice of the disapproval within ten (10) days of the Department's decision. The written notice shall state the reason or the disapproval of the application.

The Department's Director is required to disapprove agricultural conservation easement applications under the following circumstances:

- application does not satisfy the eligibility criteria set forth in Section 10251;
- Department determines that clear title cannot be conveyed;
- there is insufficient money to carry out the acquisition; or,
- other acquisitions have a higher priority.

## Initial Screening – Pre-proposals Required

All grant applicants are required to submit a pre-proposal to the Department prior to applying.

The Department utilizes pre-proposal information to assist the applicant in determining whether the project meets the Eligibility Criteria and identifying what, if any additional information will be needed in the full application.

## 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.

### *Easement eligibility criteria*

<b>Easement Eligibility Criteria</b>	
(A) Proposal is submitted by an eligible applicant.	Y/N
(B) Proposal is for an agricultural conservation easement on agricultural land.	Y/N
(C) Proposal meets at least one of program goals listed in this solicitation.	Y/N
(D) The parcel proposed for conservation is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. The land is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.	Y/N
(E) The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment shall be reflected in the goals, objectives, policies, and implementation measures of the plan, as they relate to the area of the county or city where the easement acquisition is proposed.	Y/N
(F) The grant proposal is compatible with the applicable city or county general plan, and the governing body of the city or county, by resolution, approves the grant proposal. Properties within a city's Sphere of Influence must acquire resolutions of approval from both the county and city.	Y/N
(G) Will result in public benefits that address the most critical statewide needs and priorities for statewide funding.	Y/N
(H) Without conservation, the land proposed for protection is likely to be converted to non-agricultural use in the foreseeable future.	Y/N
(I) A real estate appraisal pursuant to Public Resources Code 10260 has been completed and submitted with the application.	Y/N
(J) Minimum match funding is demonstrated.	Y/N
(K) Application is complete and was received by the deadline.	Y/N

(L) CEQA compliance or exemption for the project, if required, has been completed.	Y/N
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#### *Land improvement eligibility criteria*

<b>Land Improvement Eligibility Criteria</b>	
(A) Proposal is submitted by an eligible applicant.	Y/N
(B) Proposal is for a land improvement project that meets one of the eligible project criteria.	Y/N
(C) Proposal meets at least one of program goals listed in this solicitation.	Y/N
(D) Project is located on land that is protected by an agricultural conservation easement under CFCP, or other qualified conservation easement.	Y/N
(E) Project will support long-term agricultural productivity on a property protected by a CFCP-funded easement.	Y/N
(F) Will result in public benefits that address the most critical statewide needs and priorities for statewide funding	Y/N
(G) Minimum match funding is demonstrated.	Y/N
(H) Application is complete and was received by the deadline.	Y/N
(I) CEQA compliance for the project, if required, has been completed.	Y/N

### **Selection Criteria**

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

#### *Easement selection criteria*

<b>Easement Selection Criteria</b>	<b>Points</b>
(1) Program Goals. The extent to which to proposal meets the goals outlined in this Solicitation. In evaluating this criterion, the Department may consider the extent to which a project addresses a single goal as well as the number of goals addressed.	/15
(2) Disadvantaged Community Benefits and/or Socially Disadvantaged Farmers and Ranchers. The extent to which the proposal serves or benefits a severely disadvantaged community, disadvantaged community, and/or socially disadvantaged farmers and ranchers , including by increasing participation and collaboration; providing workforce education, training, contractor, and job opportunities to disadvantaged communities; providing improved access to sources of safe drinking water; increasing land tenure; or promoting food security. <ul style="list-style-type: none"> <li>• SDAC and SDFR = 15 points</li> <li>• SDAC = 13 points</li> <li>• SDFR and DAC = 10</li> <li>• SDFR = 8 points</li> <li>• DAC = 5 points</li> </ul>	/15

(3) Soil Quality. The quality of the agricultural land, based on land capability; Farmland Mapping and Monitoring Program definitions; productivity indices; and other soil, climate, and vegetative factors.	/10
(4) Co-Benefits. The extent to which the proposal meets multiple natural resource conservation objectives, including, wetland protection, wildlife habitat conservation, water supply and water quality, and scenic open-space preservation.	/10
(5) Long-Term Agricultural Commitment. The extent to which the city or county demonstrates a long-term commitment to agricultural land conservation as demonstrated by the following: <ul style="list-style-type: none"> <li>• The general plan and related land use policies of the city or county;</li> <li>• Policies of the local agency formation commission; California Environmental Quality Act policies and procedures;</li> <li>• The existence of active local agricultural land conservancies or trusts;</li> <li>• The use of an effective right-to-farm ordinance;</li> <li>• Applied strategies for the economic support and enhancement of agricultural enterprise, including water policies, public education, marketing support, and consumer and recreational incentives; and</li> <li>• other relevant policies and programs.</li> </ul>	/5
(6) Williamson Act. If the land is in a county that participates in the Williamson Act (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5 of the Government Code), the land proposed for protection is within a county or city designated agricultural preserve.	/5
(7) Proximity to Sphere of Influence. The land proposed for conservation is within two miles outside of the exterior boundary of the sphere of influence of a city as established by the local agency formation commission.	/5
(8) Technical/Fiscal Capacity. The applicant demonstrates fiscal and technical capability to effectively carry out the proposal. Technical capability may be demonstrated by agricultural land conservation expertise on the governing board or staff of the applicant, or through partnership with an organization that has that expertise.	/5
(9) Collaboration. The extent to which the proposal demonstrates a coordinated approach among affected landowners, local governments, and nonprofit organizations. If other entities are affected, there is written support from those entities for the proposal and a willingness to cooperate. The support of neighboring landowners who are not involved in the proposal shall be considered.	/5
(10) Agricultural Viability. The extent to which conservation of the land supports long-term private stewardship and continued agricultural production in the region.	/5
(11) Innovation. The extent to which the proposal demonstrates an innovative approach to agricultural land conservation with a potential for broad application in the state.	/5
(12) Match/In-Kind Services. The amount of matching funds and in-kind services contributed by local governments and other sources toward the acquisition of the agricultural conservation easement.	/5

(13) Cost Effectiveness. The extent to which the price of the proposed acquisition is cost-effective in comparison to the fair market value.	/5
(14) Neighboring Lands. Information providing evidence that, by acquisition of an agricultural conservation easement for a given parcel or parcels, long term conservation of neighboring lands through any combination of geographic, zoning, or other considerations can logically be expected without incurring costs of additional easement acquisitions.	/5
Total proposal points/Total possible points	/100

#### *Land Improvement Selection Criteria*

<b>Land Improvement Selection Criteria</b>	<b>Points</b>
(1) Applicability to Program Goals. The extent to which the application includes a clear description of the project's primary objectives, sufficient rationale to justify the project need, evidence that the application is based on the best available science relevant to the project, and alignment with the program goals stated in these Guidelines and the solicitation the application relates to.	/25
(2) Project Outcomes – Significance of Benefits. The extent to which the application provides significant benefits relevant to the program. In considering the significance of benefits identified, the Department may consider the extent of the documentation provided by the applicant relative to proposed benefits.	/20
(3) Disadvantaged Community Benefits and/or Socially Disadvantaged Farmers and Ranchers. The extent to which the proposal serves or benefits a severely disadvantaged community, disadvantaged community, and/or socially disadvantaged farmers and ranchers, including by increasing participation and collaboration; providing workforce education, training, contractor, and job opportunities to disadvantaged communities; providing improved access to sources of safe drinking water; increasing land tenure; or promoting food security. <ul style="list-style-type: none"> <li>• SDAC and SDFR = 15 points</li> <li>• SDAC = 13 points</li> <li>• SDFR and DAC = 10 points</li> <li>• SDFR = 8 points</li> <li>• DAC = 5 points</li> </ul>	/15
(4) Climate Change Adaptation and Resiliency. Implementation of proposed land improvement will increase sustainable production, promote biodiversity, and contribute to air, water, soil, and ecosystem benefits.	/10
(5) Greenhouse Gas Emissions Reduction. The extent to which the application provides potential carbon sequestration benefits measured via COMET-Planner, TerraCount, CREEC, or other quantification tool. In considering the significance of the carbon sequestration potential provided by an application, the Department may compare the carbon sequestration potential associated with the application against those of other applications received through that solicitation.	/10

(6) Consistency with and Implementation of Regional, State and Federal Plans. The extent to which the proposed project meets the goals of an adopted local, regional, state, or federal conservation plan.	/5
(7) Durability of Investment. The extent to which the benefits identified in the application are expected to last beyond the completion of the project. In considering the durability of benefits associated with an application, 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
(8) Project Readiness. The extent to which the work plan and budget are appropriate for the work proposed and the likeliness that the project will be completed in the two-year grant timeframe.	/5
(9) Community Support and Collaboration. The extent to which the proposed project demonstrates stakeholder support, including leverage of the funding as match, for the project.	/5
Total proposal points/total points possible:	/100

## Grant Awards and Execution

Eligible projects will be presented to the Director in ranked order based on the amount of points received during the selection criteria evaluation. As required by Proposition 68, Projects that utilize the California Conservation Corps will be prioritized.

The projects and selection scoring will be presented to the Director of the Department who will consider the comments and recommendations of the reviewers and make the final funding decision. The Director of the Department will make the final determination as to which projects are approved for award.

The Director may consider the following when making awards:

- selection criteria ranking
- extent to which projects meet the goals outlined in this solicitation
- extent to which the project serves severely disadvantaged communities, disadvantaged communities, and socially disadvantaged farmers and ranchers
- availability of funds
- program purposes
- balance and distribution of funding among program priorities, project types, and/or geographic area.

All projects selected for funding will be contacted with an award letter that will detail any conditions of funding.

## Section 4: Grant Approval and Implementation

### Grant Awards

Grants will be awarded in accordance with the process set forth above. Successful applicants will work with an assigned Department grant manager to finalize their grant agreement.

### Grant Agreements

All grantees will be required to enter into a grant agreement with the Department. Grantees work with an assigned grant manager to develop their grant agreement. Grant agreements will not be executed until authorized by the Department and will be effective upon execution by the Department's authorized signatory. The Department may require modifications to project in the grant agreement. All contents of this application will be included in the grant agreement.

### Responsibility of the Grantee

The grantee will be responsible for carrying out the project and for managing finances, including invoicing, payments to contractors, subcontractors, and suppliers, accounting and financial auditing, and other project management duties such as monitoring and reporting requirements.

### Invoicing and Reimbursement

Funds cannot be disbursed until there is a fully executed grant agreement. Expenses incurred prior to full execution of a grant agreement are not eligible for reimbursement.

#### *Reimbursement*

Grant agreements will be structured to provide for reimbursement in arrears of work performed. Invoices for reimbursement may be submitted quarterly. If determined allowable by the department and its control agencies, advance payment terms will be considered and negotiated on a case-by-case basis.

#### *Loss of Funding*

Actions of the grantee that may lead to suspension or cancellation of the grant agreement include:

- Failure to execute an agreement within six months of receiving an official funding notification,
- Withdrawal from the grant program prior to completion of the work plan,
- Failure to submit required documentation within the time periods specified in the grant agreement,
- Change in project scope, schedule, or budget without prior approval,
- Failure to complete the project within the grant agreement term,
- Failure to demonstrate progress toward deliverables based on timelines and milestones outlined in the work plan,

- Failure to comply with applicable laws or grant requirements.

## **State Audits**

Projects are subject to audit by the state during the grant term and for three (3) years following the final payment of grant funds. If the project is selected for audit, the grantee will be contacted in advance of the audit. The audit will include all books, papers, accounts, documents, or other records of grantee, as they relate to the project. All project expenditure documentation should be available for an audit, whether paid with grant funds or other funds.

The grantee must have project records, including source documents and evidence of payment, readily available and must provide an employee with knowledge of the project to assist the auditor. The grantee must provide a copy of any document, paper, record, or other such material requested by the auditor.

## **Accounting Requirements**

Grantees must maintain an accounting system that:

- Accurately reflects financial transactions, in accordance with standard accounting principles,
- Provides an audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and timecards, evidence of payment,
- Provides accounting data so the total cost of each individual project can be readily determined, and,
- Maintains records for a period of three (3) years after final reimbursement is made by the state. Grantee must retain all project records at least one (1) year following an audit.

## **Section 5: General Requirements**

### **California Conservation Corps**

For land improvement projects, applicants should consult with the California Conservation Corps or a certified local conservation corps as to the feasibility of using their services as defined in Public Resources Code section 14507.5 to implement projects. (Pub. Resources Code, § 80016). Preference will be provided to applications that include the use of services of the California Conservation Corps or certified community conservation corps. Please use the forms provided on the Department of Conservations website for consultation with the California Conservation Corps.

### **Conflict of Interest**

All applicants and individuals who participate in the review of submitted applications are subject to applicable conflict of interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through this Solicitation. Applicants should also be aware that certain local agencies may submit applications that will compete for funding. Failure to comply with the conflict of interest laws, including business and financial disclosure provisions, will result in rejection of the application and any subsequent grant agreement being declared void. Other legal actions may also be taken.

### **Compliance with Laws**

Activities funded under this Solicitation must comply with applicable laws and regulations, and applications may include in their budgets the funding necessary for compliance-related activities. As part of the application, applicants must identify expected required permits, state whether they have received the required permits or describe the process through which the permits will be obtained and indicate which permits could significantly delay project implementation.

### **Environmental Compliance**

Applicants must consider whether their proposed activities will trigger the need for an initial study, or whether a CEQA exemption applies. How CEQA applies and the status of CEQA compliance must be addressed in the grant application. Projects carried out with separate funding will have separate environmental compliance requirements that must be met. Activities funded pursuant to this Solicitation must comply with applicable environmental laws and regulations, including the California Environmental Quality Act, National Environmental Policy Act and other environmental permitting requirements. Prevailing Wage.

Grants awarded consistent with this Solicitation may be subject to prevailing wage provisions of the California Labor Code commencing with section 1720. Any questions of interpretation

regarding the California Labor Code should be directed to the Director of the Department of Industrial Relations, the state department having jurisdiction in these matters. For more details, please refer to the Department of Industrial Relations website.

## **Additional Easement Details**

Below are additional details for conditions of funding, title, easement terms, appraisals, timing of notice and resolution of support.

### *Minimum conditions of funding*

Applicants must accept the conditions of funding to be approved for award. CFCP's conditions of funding are as follows:

- Landowner's pursuit of sale of the easement is voluntary;
- Clear title to the agricultural conservation easement can be conveyed at close of escrow;
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity, subject to review after 25 years;
- The easement shall not restrict agricultural husbandry practices on the property;
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement;
- The easement appraisal must comply with the Department's published [Overview and Preparation of Agricultural Conservation Easement Appraisals](#);
- The appraisal used to establish the easement value must be approved by State, and,
- The easement acquisition will be completed within two years of grant agreement effective date.

### *Mortgage and Lien Subordination*

As part of the easement acquisition process, any liens or other financial encumbrances on the property are required to be either subordinated to the terms of the easement or payed off in closing. Subordination documents are subject to review and approval by the Department.

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices. Subordination fees are eligible for reimbursement only if requested in the grant application.

### *Due Diligence*

Clean title is required in order to protect the state's investment in the easement. For the purposes of this program, clean title refers to an absence of deeds, easements, leases, or other potential encumbrances that have the potential to undermine the state's investment. Such encumbrances must be addressed prior to close of escrow because they may grant another person or entity the ability to take action to prohibit the project or impact the easement terms in a manner that contradicts CFCP's goals and objectives.

Encumbrances for utility, road, or neighbor rights-of-way are examples of title issues that do not prohibit the conveyance of clean title under CFCP. A gap in the chain of title or deeds of trust are examples of title issues that do impact clean title under this program, such that without a resolution to those issues, CFCP will not pay for the lands impacted by those issues. Applicants are expected to exercise due diligence to discover and disclose such potential issues in the pre-proposal and application. The Department will also work to identify such issues during its project review. If the applicant submits a full application, a plan to address title issues should be included in the application.

Disbursement of funds into escrow for the purchase of an easement is contingent upon the Department's determination that identified title concerns have been resolved.

If the surface owner does not possess the mineral rights, the severed mineral rights may be addressed through:

- A Mineral Remoteness Evaluation, prepared by a qualified geologist, finding the likelihood of the separated mineral rights being exercised is so remote as to be negligible. The findings may be confirmed by the Department's Divisions of California Geologic Energy Management and/or Mine Reclamation.
- Quiet title action(s) to restrict surface access to mineral rights within the proposed easement boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to terminate or merge separated mineral rights.
- Subordination, surface use agreements or remerger of the separated mineral interests to fee title.

Advance coordination with the Department and the applicant's title company is highly recommended if any separated mineral interest exists.

#### *Easement Terms and Conditions*

CFCP staff developed deed language to address important terms and conditions that should be contained within each CFCP-funded acquisition deed. Applicants are encouraged to review this language and discuss it with landowners and appraisers early in the process. Grantees are required to obtain Department approval of the deed prior to disbursal of the acquisition funding. This language may be updated periodically and is available on the Department website or upon request.

#### The Easement Cannot Have Restrictions on Agricultural Husbandry

Land protected by a CFCP funded easement is expected to remain in agricultural production. In order to maintain agricultural viability and protect the flexibility required to maintain permanent agriculture, the legislature has specifically prohibited restrictions on agricultural husbandry practices within CFCP-funded easements. Any subsequent easements on a property protected by a CFCP easement also cannot restrict agricultural husbandry practices or otherwise conflict with CFCP-funded easements.

#### Activities that Cannot be Prevent by the Easement

The following activities cannot be prevented by the easements, provided that the agricultural productivity of the land and any multiple uses that made the acquisition a priority for selection under the program, are not significantly impaired by those activities.

- The granting of leases, assignments, or other conveyances, or the issuing of permits, licenses, or other authorization, for the exploration, development, storage, or removal of oil and gas by the owner of the subject land, or for the development of related facilities or for the conduct of incidental activities.
- The granting of rights-of-way by the owner of the subject land in and through the land for the installation, transportation, or use of water, sewage, electric, telephone, gas, oil, or oil products lines, stock water development and storage, energy generation, and fencing.
- The construction and use of structures on the subject land that are necessary for agricultural production and marketing, including, but not limited to, barns, shops, packing sheds, cooling facilities, greenhouses, roadside marketing stands, stock water development and storage, energy generation, and fencing.
- Customary part time or off-season rural enterprises or activities, including, but not limited to, hunting and fishing, wildlife habitat improvement, predator control, timber harvesting, and firewood production.

#### Requirements for Single Family Residences, Secondary Dwelling Units, and Farm Worker Housing

Each single-family residence reserved in the deed will be limited to a maximum living area that is consistent with grantee's policies, local building codes, and the surrounding neighborhood. The residence must not significantly impair the conservation purpose of the easement.

California has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program cannot prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

#### Reserved Rights

All reserved rights, including those described above, must be identified in the application. Any rights or restrictions must not significantly impair the conservation purpose of the easement.

#### *Use-Based IRS Deductions*

If the landowner intends to obtain tax benefits related to a charitable donation from the conservation easement, the landowner will need to consult a tax attorney or accountant prior to applying for the program to ensure that the CFCP requirements are compatible with the IRS requirements.

The Department cannot provide the applicant or landowner with assistance relating to this or other tax-benefits.

## *Appraisals*

A current easement appraisal must be submitted with the application to determine the fair market value of the easement, which will be used to determine the state's contribution to the easement acquisition at close of escrow.

The applicant must retain an independent, certified appraiser to appraise the project property. The appraiser must use the "before and after" method of valuation to calculate the difference between the fair market value and the restricted value. The "before and after" method evaluates the property's market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. On the Department's website is its appraisal guidance.

The appraisal is subject to review and approval by the Department and the Department of General Services (DGS). The Department may, in its sole discretion, require or obtain an additional appraisal should the original appraisal be deemed unacceptable by the Department or DGS. The easement purchase price cannot be more than the appraised fair market value of the agricultural conservation easement.

If 12 months or more transpires between the effective date of the appraisal and the closing of escrow, applicants may be required to obtain a new appraisal. The applicant is responsible for covering any increase in valuation. Any savings that result from a valuation that is lower than the original appraisal value will be apportioned to the participating funders.

If an appraisal update is required by the Department because too much time has passed, the Department will reimburse the cost of the appraisal update if the appraisal update is approved by the state to support the acquisition cost.

## *Timing for Public Notice and Resolution of Support*

Both public notice and resolution of support from the local government is a required component of the application. The timing of when those must occur are as follows:

- Local government notice > 30 days prior to application
- Neighbor notice > 30 days prior to Resolution of Support
- Resolution of Support prior to application

## *Monitoring and Reporting*

Regular monitoring of properties under easement is necessary to ensure compliance with the terms of the easement. CFCP requires an annual report from the easement holder certifying that the conditions of the easement are being upheld. The monitoring plan is a component of the application and the monitoring and reporting occurs after the grant agreement has terminated. For these reasons, CFCP does not fund the costs associated with these activities and the costs cannot be used as match.

## Appendix A: Environmental Compliance

The Department, as a government agency that will be taking a discretionary action to provide funding for projects, must comply with the California Environmental Quality Act (CEQA). Each proposed project must follow the California Environmental Quality Act, Division 13 (commencing with Public Resources Code section 21000) and California Code of Regulations Title 14 section 15000 et seq.

For applications submitted by government entities, it is expected that the resolution adopted to submit the application will address CEQA and that the Department will act as a responsible agency. For applications submitted by non-profits, the Department will be acting either as a lead or responsible agency depending on what other CEQA documents have been completed for the proposed activities.

Activities funded through these grants are not intended to be projects that trigger permitting and environmental compliance requirements, but applicants must address whether and how CEQA applies to their project. Therefore, for the Department to review an application for a proposed project, one of the following must be submitted:

- a. A Finding or similar determination that the proposed project is not a project as defined by the California Environmental Quality Act, with an explanation as to why it is not a project, with the appropriate sections of the Public Resources Code and California Code of Regulations cited.
- b. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- c. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program.
- d. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse responses received by the applicant.  
\*For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.
- e. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

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

## Appendix B: Pre-proposal

### Submittal Requirements

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for CFCP funding. This pre-proposal worksheet must be submitted by **due date specified in the solicitation** via email to [cfcpc@conservation.ca.gov](mailto:cfcpc@conservation.ca.gov).

Project Information	
Project Title	
Applicant Name	
Co-applicant (if applicable)	
Location (County and City)	
Agriculture Type	<i>[i.e., irrigated, rangeland, both]</i>
Severely Disadvantaged Community	<input type="checkbox"/> Yes <input type="checkbox"/> No
Socially Disadvantaged Farmer or Rancher	<input type="checkbox"/> Yes <input type="checkbox"/> No
CFCP Request Amount	\$(XXX)
Total Project Acreage	
Additional Information	
Any Critical Deadlines?	Please describe:
Other	Please describe:
Narrative	
In two pages or less, describe how the proposed project responds to the solicitation.	
Project Map	
Provide legible pdf map of the project boundary as an attachment.	

## Appendix C: Grant Application

This is the application for 2021 California Farmland Conservancy Program. The Solicitation details the background and requirements to apply for funding under the program. All material must be submitted by the **due date specified in the solicitation** via email to [cfcf@conservation.ca.gov](mailto:cfcf@conservation.ca.gov).

### 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.
- 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.

	Cover Sheet
	Executive Summary
	Applicant Eligibility
	Application Questions
	Work Plan (Land Improvements Only)
	Budget
	Project Maps
	Preliminary Title Report (Easements Only)
	CEQA Documentation
	Authorizing Resolution from Applicant's Governing Body
	Local Government Notice (Easements Only)
	Public Notices (Easements Only)
	Appraisal (Easements Only)

## Cover Sheet

Project Information	
Project Title	
Location (County and City)	
Agriculture Type	<i>[i.e., irrigated, rangeland, both]</i>
Severely Disadvantaged Community	<input type="checkbox"/> Yes <input type="checkbox"/> No
Socially Disadvantaged Farmer or Rancher	<input type="checkbox"/> Yes <input type="checkbox"/> No
CFCP Request Amount	\$
Total Project Acreage	
Additional Information	
Any critical deadlines?	Please describe:
Other	Please describe:
Applicant Information	
Applicant Name	
Co-applicant (if applicable)	
Organization Type	<i>[e.g., special district, local government, 501(c) non-profit organization.]</i>
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

## **Executive Summary (1-page maximum)**

This section will concisely summarize the purpose of the proposal, including how the easement(s) or improvement(s) relates to the enhancement of the agricultural value of the land and promote its long-term sustainable agricultural use. In addition, this section should list any participating partners and include a detailed description of the project area and characteristics (e.g., acres, soil types as mapped by the Farmland Mapping and Monitoring Program, surrounding land uses, Williamson Act, nearest city/unincorporated area.)

## **Applicant Eligibility**

Applicants must describe how they meet the eligible applicant requirements. Supporting documentation can be provided either through hyperlinks or as attachments.

## **Application Questions (5-page maximum)**

- A. This section is designed to solicit specific facts about how the proposal meets the goals, eligibility criteria, and selection criteria listed under Section 3 of this solicitation. In your response, please clearly label each specific eligibility requirement and selection criteria that is being addressed. Supporting documentation can be provided either through hyperlinks or as attachments, if applicable. If a question does not apply to your proposal, indicate that it is not applicable ("NA").

### Work Plan (Land Improvements Only)

Applicants must provide a detailed work plan that specifies the activities and sub-activities that will be performed during the grant term. The work plan will also include a schedule of target completion dates, performance measures, and a list of deliverables to be provided as proof of project completion. The schedule should provide enough 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.

#### 2021 California Farmland Conservancy Program

<b>Applicant:</b> _____		
<b>Project Name:</b> _____		
<b>Project Goal:</b> _____		
<b>Objective:</b> _____		
<u>Activity/Sub Activity Number</u>	<u>Activity Description</u>	<u>Beginning and End Date</u>
1		
1a		
2a		

## Budget

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

### 2021 California Farmland Conservancy Program: EASEMENT BUDGET

Direct Costs	CFCP Request		Match Funding		Acquisition Total
Easement Acquisition	\$		\$		\$
Incidental Costs	Hourly Rate/Unit Cost	Number of Hours	CFCP Request	Match Funding	Total cost
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Subtotal			\$	\$	\$
TOTAL			\$	\$	\$

### LAND IMPROVEMENT BUDGET

Line Items	Hourly rate/unit cost	Number of hours	CFCP Request	Match Funding	Total Cost
(example) Program Manager					
(example) Environmental Scientist					
(example) Contractor					
(example) Technical Support					
<b>Total</b>					

## **Project Map(s)**

The following maps must be included in the application:

- A location map (in PDF) that identifies the project relative to nearby cities and/or landmarks.
- Additional maps that further describe or otherwise support the proposal may be included.

All maps must be of high enough 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.

(For land improvement only) Applicant must provide relationship of project to the qualifying easement.

## **Preliminary Title Report (Easements only)**

Applicant must provide a preliminary title report that is less than twelve (12) months old. The title report must be accompanied by all relevant underlying documents and associated assessor's parcel maps. Underlying documents should be submitted as hyperlinks in the preliminary title report unless extenuating circumstances exist.

## **CEQA Documentation**

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

## **Authorizing Resolution from Applicant's 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 Grant Agreement template (Appendix D).

The resolution must:

- Authorize the submittal of the grant application for a 2020 California Farmland Conservancy Program 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, reimbursement requests, if the project is awarded funding.
- (For easements only) Acceptance of the conditions of funding.

Examples of the Land Improvement and Easement Resolution of Support can be found on the Department's [webpage](#).

### **Resolution from Local Governing Body (Easements only)**

Applicants must provide a copy of the Resolution from the governing body of the local government in which the proposed project is located that certifies both of the following:

- The proposal meets the eligibility criteria set forth in Section 10251.
- The proposal has been approved by the appropriate local governmental governing body.

### **Public Notices (Easements only)**

Applicants must provide a copy of newspaper notice, which may include online only newspapers, within the county and city in which the property is located.

In addition, applicants must also provide a copy of the written notice that must be provided to (1) adjacent landowners as indicated in the county tax rolls not less than 30 days prior to the expected date of the local government's consideration of the resolution required pursuant to Public Resources Code section 10234(b) and (2) county and city not less than 30 days before the application is submitted.

The copies provided in the application must show the date the notice was provided, the method that it was provided, an explanation about why this method was reasonable, and for the adjacent landowners, a copy of the tax rolls that was used to determine the adjacent neighbors.

### **Appraisal (Easements only)**

Applicants must provide a copy of the appraisal that meets the requirements of the Department's "Overview and Preparation of Agricultural Conservation Easement Appraisals (2018)."

## Appendix D: Grant Agreement Templates

State of California - Department of Conservation <b>GRANT AGREEMENT DOC6</b> <b>(revised 12/18)</b>		GRANT AGREEMENT NUMBER:  FISCAL NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").		
2. The Grant Agreement Term is: From (Or upon execution of this Grant Agreement by both parties, whichever is later) through		
3. The maximum amount of this Grant Agreement is: \$		
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:		
Exhibit A, Scope of Work		Page(s)
Attachment 1: Project Map		Page(s)
Attachment 2: Authorized Signatory Form		Page(s)
Attachment 3: Final Report		Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
Attachment 4: Budget Detail Worksheet		Page(s)
Attachment 5: Acquisition Invoice		Page(s)
Attachment 6: Associated Costs Invoice		Page(s)
Attachment 7: Invoice Dispute Notification Template		Page(s)
Exhibit C, General Terms and Conditions		Page(s)
Exhibit D, Special Terms and Conditions		Page(s)
Exhibit E, Award Letter		Page(s)
Exhibit F, Guidelines		Page(s)
<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 801 K Street, Sacramento, CA 95814		

## **Exhibit A, Scope of Work**

### **1. Grant Program Background**

Department of Conservation's (Department) California Farmland Conservancy Program (CFCP) provides grant to local governments and qualified nonprofit organizations for the voluntary acquisition of conservation easements and restoration of and improvements to agricultural land.

This program is funded by the Safe Neighborhoods, Clean Water, Clean Air, and Coastal Protection Act of 2000 (Proposition 12); California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40); and, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The 2020 California Farmland Conservancy Program will implement these multiple appropriations.

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

The Department released the final 2020 California Farmland Conservancy Program Solicitation on March 15, 2021. In accordance with the Solicitation, Grantee applied for 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 2](#)).

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

### **4. Project Representatives**

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

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

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

#### Grantee

Name	Title	Phone Number	Email

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

### 5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Performing all tasks necessary to complete the acquisition, in accordance with the Budget, Guidelines, Application, and Award Letter. Grantee must obtain the Departments approve of the acquisition deed, include the terms and all exhibits. The Department may reject any changes to the deed after it has approved the deed.
- C. Submitting invoices for reimbursement using the Acquisition Invoice template ([Attachment 5](#)) or the Associated Costs Invoice template ([Attachment 6](#)), as appropriate, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

## **6. Document Submission**

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.

## **7. Reporting Requirements**

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

## **8. Accounting of Stewardship Funds**

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

## Attachment 1: Project Map

**Attachment 2: Authorized Signatory Form**  
**Authorized Signatory Form**

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

---

**Grantee Authorized Signatory:**

**Name:**

**Title:**

**Signature:**

**Date:**

**Delegated Authorized Signatories:**

1. **Name:**

**Title:**

**Signature:**

**Date:**

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

---

2. **Name:**

**Title:**

**Signature:**

**Date:**

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

**Attachment 3, Final Report**  
**Agricultural Conservation Acquisition Final Report**

Grantee Name

Project Title

Grant Number

Final closing date of the project

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Please include copies of news articles and any other media coverage, as well as any promotional and educational materials produced as a result of this grant agreement that have not already been submitted. A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

1. Give a brief summary the organization, the objectives of the project, and how these objectives were accomplished.
2. State the amount awarded and how the funds were used.
3. Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken.
4. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
5. Present a summary of project successes.
6. Please offer any feedback or suggestions for improvement that may assist future administration of grant funds by the Department.

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

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

**Name:**

**Title:**

**Signature:**

**Date:**

## **Exhibit B, Budget Detail and Payment Provisions**

### **1. Payment**

- A. To receive payments of grant funds, Grantee must submit an invoice.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).
- F. Funds contributed toward the acquisition purchase price will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements outlined in the Scope of Work. Except in the case of a bargain sale, match funds being used to complete the easement purchase must be deposited into the escrow account before the purchase may be completed. At close of escrow, the title insurance company must be able to insure title to the interest being recorded.

### **2. How to Submit Invoices**

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line. Invoices may not be submitted within the first 60 days of the Grant Agreement effective date.
- B. Grantee may not submit an acquisition invoice unless all the Conditions of Funding Disbursal identified in the Guidelines ([Exhibit F](#)) are satisfied.
- C. Send associated costs invoices regularly. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
  - i. Either the Acquisition Invoice ([Attachment 5](#)) or Associated Costs Invoice ([Attachment 6](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
  - ii. Supporting documentation for reimbursement of associated costs. Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor's invoices,

activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee.

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

### **3. Invoice Dispute**

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

### **4. Budget Contingency Clause**

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

### **5. Cost Principles**

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

### **6. Travel Reimbursement**

Travel 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 Solicitation, Section 2, Eligible Costs.

- 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).
- 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 Modification**

- A. Grantee must keep the Budget Detail Worksheet (Attachment 4) up to date.
- B. Changes between Associated Costs line items are allowed by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. No other modifications to the budget are allowed. The approval or denial shall be filed with the Grant Agreement.

## **8. Amendments**

- A. This section applies to any changes to this Grant Agreement, excluding the following:
  - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
  - ii. Changes to project representatives, see [Exhibit A, Section 4](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
  - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
  - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
  - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
  - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

**GRANT AGREEMENT**

California Farmland Conservancy Program

- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

**Attachment 4, Budget Detail Worksheet**

**Attachment 5, Acquisition Invoice**

**TO:** Department of Conservation

**Date:**

Division of Land Resource Protection

Attn: (grant manager)

801 K Street, MS 14-15

Sacramento, CA 95814

**Grant No.:**

**Invoice No.:**

=====

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

[Title Company]

[address]

[phone number]

Escrow No.:

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

**Total request in this invoice:** \$ \_\_\_\_\_

Signature of Authorized Signatory

**Attachment 6, Associated Costs Invoice Template**

**TO:** Department of Conservation  
Division of Land Resource Protection  
Attn: (grant manager)  
801 K Street, MS 14-15  
Sacramento, CA 95814

**Date:**

**Grant No:**

**Invoice No:**

For expenditures under this grant during the timeframe:

[Note: The actual invoice line items for Associated Costs should correspond exactly to the line items listed in the Grant Agreement Budget page.]

Associated costs	CFCP	GRANTEE MATCH
<b>Totals</b>	<b>\$</b>	<b>\$</b>

**Total reimbursement request in this invoice: \$**

Name of Grant Agreement Signatory or Designee

Title

### Attachment 7, Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

- |  |  |
|--|--|
| <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**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 7](#)) within fifteen (15) days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.
- 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.
- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
  - The Grant Agreement number
  - A complete description of the basis for the dispute
  - Legal authority or pertinent facts, supporting arguments and documentation
  - Action requested for resolution

The "Notice of Dispute" shall be sent to:

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

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

## **6. Termination**

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

## **7. Waiver of Rights**

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

## **8. Insurance Requirements**

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
  - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

- ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

## **9. Stop Work**

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

## **10. Publicity**

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

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

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the

certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

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

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

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

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

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

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

**Exhibit E, Award Letter**

[Insert award letter here.]

## **Exhibit F, Guidelines**

[Insert Guidelines here.]

State of California - Department of Conservation <b>GRANT AGREEMENT DOC6</b> <b>(revised 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		Page(s)
Attachment 1: Project Map		Page(s)
Attachment 2: Authorized Signatory Form		Page(s)
Attachment 3: Work Plan		Page(s)
Attachment 4: Final Report		Page(s)
Exhibit B, Budget Detail and Payment Provisions		Page(s)
Attachment 5: Budget Detail Worksheet		Page(s)
Attachment 6: Invoice		Page(s)
Attachment 7: Invoice Dispute Notification Template		Page(s)
Exhibit C, General Terms and Conditions		Page(s)
Exhibit D, Special Terms and Conditions		Page(s)
Exhibit E, Award Letter		Page(s)
Exhibit F, Solicitation		Page(s)
<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 801 K Street, Sacramento, CA 95814		

## 1. 2020 California Farmland Conservancy Program Background

Department of Conservation's (Department) California Farmland Conservancy Program (CFCP) provides grant to local governments and qualified nonprofit organizations for the voluntary acquisition of conservation easements and restoration of and improvements to agricultural land.

This program is funded by the Safe Neighborhoods, Clean Water, Clean Air, and Coastal Protection Act of 2000 (Proposition 12); California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40); and, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The 2020 California Farmland Conservancy Program will implement these multiple appropriations.

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

The Department released the final 2020 California Farmland Conservancy Program Solicitation on March 15, 2021. In accordance with the Solicitation, Grantee applied for 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 2).

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

## 4. Project Representatives

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

Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

**GRANT AGREEMENT**

California Farmland Conservancy Program

\* 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, described in the Work Plan (Attachment 3), the plans and specifications and in accordance with the Budget Detail Worksheet (Attachment 5), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice (Attachment 6) 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, regulations, permits applicable to this Grant Agreement and performance of the work.
- 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**

When this Grant Agreement requires Grantee to give 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.

## **7. Reporting Requirements**

When the Project is completed, Grantee must submit a Final Report (Attachment 4) 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 9.
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 2).
- 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.

STATE OF CALIFORNIA  
Department of Conservation

**GRANT AGREEMENT**

California Farmland Conservancy Program

**Attachment 1: Project Location Maps**

[insert maps here]

[Grantee Name]

[Grant Agreement Number]

Land Improvements Grant

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**Attachment 2: Authorized Signatory Form**

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

**Grantee Authorized Signatory:**

<b>Name</b> (type or print):		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

**Delegated Authorized Signatories:**

<b>1: Name</b> (type or print):		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

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

<b>2: Name</b> (type or print):		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

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

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

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

1. Provide a list of project accomplishments.
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 3), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.

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.

<b>Name</b> (type or print):		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

## **Exhibit B: Budget Detail and Reimbursement Provisions**

### **1. Reimbursement**

- A. To receive Reimbursements of grant funds, Grantee must submit an invoice. Unless approved by controlling agencies, advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work performed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
- C. All invoices and reports must be submitted within 45 days of the Project completion. Invoices received after that date will be paid only if the funding remains available. All applicable rush processing fees will be deducted from the invoice.
- D. The Department may withhold final reimbursement until all terms of the Grant Agreement have been satisfied.
- E. The Department intends to process invoices expeditiously so that they can be paid within forty-five (45) days upon receipt and approval of an invoice.
- F. For cost principles, see Exhibit B, Section 5.
- G. . Projects funded through the Department's Proposition 68 allocation that serve disadvantaged communities, as defined in PRC 80002(e), are eligible for up to 25 percent advance payment to initiate the project in a timely manner.
- H. Failure to comply with requirements may result in non-payment or delayed payment.

### **2. How to Submit Invoices**

- A. Grant manager will instruct best manner to send invoices to the department.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than quarterly, in arrears, to the Grant Manager.
- C. A request for reimbursement shall consist of:
  - i. The Invoice (Attachment 6) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the activities performed under this Grant Agreement.
  - ii. Each cost category and activities must correspond to a cost category and activities identified in the Budget Detail Worksheet (Attachment 5).
  - iii. Supporting documentation for reimbursement of funds.
- D. 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 Invoice Dispute Notification Template (Attachment 7).

#### **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 Section 2, Eligible Costs of the solicitation.
- B. All costs to be reimbursed must be reasonable, as defined in Section 2, Eligible Costs of the solicitation.

#### **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 Solicitation, Section 2, Eligible Costs.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 5) and are tied to activities in the Work Plan (Attachment 3).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

#### **7. Budget Modifications**

- A. Grantee must keep the Budget Detail Worksheet (Attachment 5) up to date.
- B. Changes up to twenty percent (20%) between activities shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes of more than twenty percent (20%) between activities shall follow the amendment process, specified in Exhibit B, Section 8.

## **8. Amendments**

- A. This section applies to any changes to this Grant Agreement, excluding the following:
  - i. Changes to the Authorized Signatory Form (Attachment 2). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
  - ii. Changes to project representatives, see Exhibit A, Section 4.
  - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between activities, 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 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.

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

**All invoices must itemize expenses consistent with the line items identified in the BUDGET DETAIL. All invoices itemize administrative costs.**

Submit all invoice documents electronically

To: [Grant Manager Email Address] and DLRPsupport@conservation.ca.gov

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

Cost Category (Line Item)	Hourly Cost/Unit Rate	Number of Hours/Units	Total Costs	Total Budgeted	Remainder
Other (specify)					
<i>Total</i>					

Description of Activities
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<p><i>Please refer to specific actions in the Budget and Work Plan. Is the project on track? Accomplishments, challenges, and anticipated changes should be detailed sufficiently for tracking progress.</i></p>
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**CERTIFICATION:** By my signature below, I certify that I have full authority to execute this reimbursement 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:

## **1. Approval**

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

## **2. Amendment**

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

## **3. Assignment**

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

## **4. Records Retention**

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

## **5. Audit**

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to three years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

## **6. Indemnification**

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

## **7. Disputes**

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

## **8. Independent Grantee**

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

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

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

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

## **10. Timeliness**

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

## **11. Governing Law**

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

**12. Unenforceable Provision**

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

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

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

## **2. Subcontractors**

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Attachment 5), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

### **A. Invoice Disputes**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 7) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

### **B. General Disputes**

**GRANT AGREEMENT**

California Farmland Conservancy Program

- 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
- 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

**5. 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.

**6. 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.

## **7. Insurance Requirements**

8. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
9. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
  - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
  - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
10. 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.
11. 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.
12. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
13. 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.

## **8. 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.

## **9. Publicity**

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded or developed, 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.

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.

## **10. 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.).

## **11. 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.).

## **12. 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.

### **13. Equipment Purchase**

- A. Grantee must use all equipment acquired only to implement the Project.
- B. During the Project, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless the Department agrees otherwise in writing. On completion or early termination of the Grant Agreement, the Department will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area. In making that determination, the Department will consider the useful life of the equipment, and Grantee may be required to refund the Department for the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.
- C. All equipment and machinery acquired is subject to call for emergency use in fire, storm, flood, or other disaster by a federal or state agency, county, city, or district in the state.
- D. Grantee assumes all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. The Department may require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Department with no expense to the State. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).
- E. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement.

The inventory record should include:

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

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

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

**Attachment 7: Invoice Dispute Notification Template**

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

The invoice referenced above is disputed for the following reasons:

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

Comments:

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

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

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

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

**STATE OF CALIFORNIA USE ONLY**

DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

STATE OF CALIFORNIA  
Department of Conservation  
**GRANT AGREEMENT**  
California Farmland Conservancy Program  
**Exhibit E: Award Letter**

[Insert award letter here.]

[Grantee Name]  
[Grant Agreement Number]  
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STATE OF CALIFORNIA  
Department of Conservation  
**GRANT AGREEMENT**  
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**Exhibit F: Solicitation**

[Insert Solicitation here.]

[Grantee Name]  
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