

**California Department of Conservation  
Solicitation Notice and Application for:  
2025 California Farmland Conservancy Program  
Agricultural Conservation Easement and Land Improvement Projects Grants**

**Draft**

**January 2025**



California  
**Department of  
Conservation**

**Contacts**

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

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## At-A-Glance

### Program

This 2024 solicitation for the California Farmland Conservancy Program ("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 foster intelligent, sustainable, and efficient use of California's energy, land, and mineral resources.

### Funding Source and Allocations

This program is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

- o Proposition 68 (General Allocation): ~\$425,000
- o Proposition 68 (SDAC Allocation): ~\$1.2M

The Proposition 68 (SDAC) allocation is for projects serving severely disadvantaged communities.

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

Solicitation released—February \_\_, 2025

Pre-proposals due—Ongoing

Applications due—Ongoing

Preproposals and applications can be submitted at any time. The Department will aim to batch applications quarterly for review and scoring. The Department shall act on an application for a grant within 180 days after the Department determines that it is complete.

### 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 10264) 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 solicitation is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

- Proposition 68 (General Allocation): ~\$425,000
- Proposition 68 (SDAC Allocation): ~\$1.2M

The Proposition 68 (SDAC) allocation is for projects serving severely disadvantaged communities. There is no maximum limit on the amount that can be applied to for each easement and land improvement grant proposal.

### **Program Goals**

The goals of the California Farmland Conservancy Program are to:

- 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**

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 Agriculture Code Section 512 and increase their participation in 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 may be eligible for up to 25 percent advance payment to initiate the project in a timely manner. A "disadvantaged community" means "a community with a median household income of less than 80 percent of the statewide average." (PRC § 80002(e).)

A "severely disadvantaged community" or "SDAC" mean "a community with a median household income of less than 60 percent of the statewide average." (PRC § 80002(n).)

Statewide Parks Program Community FactFinder can be used to identify a disadvantaged community and a severely disadvantaged community.

Per Food and Agriculture Code Section 512, a "Socially disadvantaged farmer or rancher" means a farmer or rancher who is a member of a socially disadvantaged group. "Socially disadvantaged group" means a group whose members have been subjected to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. These groups include all of the following:

- (1) African Americans.
- (2) Native Indians.
- (3) Alaskan Natives.
- (4) Hispanics.
- (5) Asian Americans.
- (6) Native Hawaiians and Pacific Islanders.

In addition to the selection criteria that provide points to proposals that are determined to serve severely disadvantaged communities or disadvantaged communities, the Department will prioritize funding for proposals that are determined to serve severely disadvantaged communities per the Proposition 68 (SDAC) allocation.

**Publicity**

All materials designed to publicize the funding or completion of projects funded through this solicitation must include recognition of the CFCP program, the source of 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 entities are eligible to apply for funding:

- Tax-exempt nonprofit organizations qualified under Section 501(c)(3) of the Internal Revenue Code and qualified to do business in this state. Eligible non-profits must have as their primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use ("Primary Purpose").
- The state or any city, county, city and county, district, or other state or local governmental entity, if otherwise authorized to acquire and hold title to real property and if the conservation easement is voluntarily conveyed.
- A federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, if the conservation easement is voluntarily conveyed.

An application can be submitted by either (1) a single applicant where the applicant is the intended easement holder or (2) multiple entities that are collaborating on the acquisition, one of which must be identified as the intended easement holder.

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:

- **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 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, land that meets the requirements of "prime agricultural land" as set forth in subdivision (c) of Section 51201 of the Government Code.

A complete list of all the Eligibility Criteria for easement acquisition projects is listed in Section 3.

- **Land Improvements** – Grants for the improvement of agricultural land protected by a conservation easement or a similar long-term conservation agreement as determined by the Department's Director if the improvement will directly benefit the protected agricultural land. Easement location information is available at:

- [National Conservation Easement Database](#)
- [California Conservation Easement Database](#)

#### *Land Improvement Goals*

Applications shall be evaluated with respect to the extent to which they satisfy one or more of the following Land Improvement Goals:

- 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, the University of California Cooperative Extension, 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 improvement will restore or enhance resources on the land.
- The application satisfies other relevant criteria established by the Department.

A complete list of all the Eligibility Criteria for Land Improvement projects is listed in Section 3.

#### **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.

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.

## **Easement Associated Costs**

All projects approved for funding are eligible to receive up to \$60,000—in addition to the funding toward the acquisition cost and management/carbon farm plan cost—to cover reasonable associated costs incurred to acquire the real property interest. Minimum conservation management plan and carbon farm contents are set forth in Appendix G.

The Department will allocate \$60,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in their application. The Department may increase a project's associated cost allocation above \$60,000 if it determines such costs are commensurate with the work needed to complete the project. Applicants requesting more than \$60,000 must provide a detailed budget with the preproposal and application. All awardees must provide a detailed budget for the project, should the project be awarded funding. Increases to a project's associated costs allocation may be made only at the time of the grant award and not during the grant term.

All eligible costs must be supported by appropriate documentation during the invoicing process. Eligible associated costs include:

- Fully-burdened applicant staff time for:
  - Deed negotiations
  - Title work
  - Project mapping
  - Appraisal review and coordination
- Technical and legal consultanting
- Preliminary title report
- Appraisal
- Baseline conditions report
- Closing costs and Escrow fees
- Title insurance fees
- Management Plan or Carbon Farm Plan (up to \$10,000)
- Tribal consultation(s)
- Proposition 68 signage

If justification supports in the application, the following may be eligible costs:

- Property boundary survey
- Building Envelope survey
- Environmental site assessment
- Mineral remoteness evaluation

## **Land Improvement Costs**

Eligible direct costs for land improvement projects include:

- Land improvement implementation activities
- Staffs' fully-burdened rate, consultant or contractors' hourly rate directly related to completing the land improvement project.

- 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 and subcontractors as necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:
  - 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.
- Equipment, supplies, and utilities.
- Proposition 68 signage
- OSHA-required or recommended beverages, shade structures, or other similar items.

The following indirect costs are eligible up to 10% of the total grant award:

- Office space and utilities
- Office supplies
- Legal or management oversight (not already accounted for in the direct costs)
- Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

Grantees must provide one or a combination of the following forms of acceptable supporting documentation for indirect costs claimed:

- Cost allocation plan
- Cost justification
- Other supporting documentation as requested by CFCP staff Current federally approved NICRA along with one of the above forms of supporting documentation,

## **Ineligible Costs**

Common examples of ineligible costs are:

- Costs associated with ineligible projects, activities or not related to the funded project
- Costs incurred outside the grant term
- Meals, incidentals, tips, per diems, or refreshments for meetings or travel
- Incentive/participation gifts
- Damage judgements arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Services, materials, or equipment obtained under any other State program
- Costs for CEQA or NEPA compliance and documentation
- Insurance not listed above

- Transfer taxes
- Interest expenses
- Out of state travel
- Real estate brokerage fees and/or expenses
- Stewardship or legal defense funds
- Ceremonial expenses

### **Conservation Management Plans and Carbon Farm Plans**

All projects awarded funding are eligible to receive up to \$10,000, in addition to the funding toward the acquisition and associated costs discussed above, to develop a conservation management plan for the property, or up to \$10,000 to develop a carbon farm plan for the property. Grantees must identify their application an individual or organization with suitable training and education (the “qualified preparer”) necessary of the management or carbon farm plan. In addition, the inclusion of specific language in the easement acknowledging the management plan and the requirements set forth in Appendix E will be required.

For projects located within or adjacent to a disadvantaged community or severely disadvantaged community, DOC highly encourages the development and implementation of a management plan that, to the extent feasible, reduces potential burdens to disadvantaged and severely disadvantaged communities, including reductions in air pollution caused by agricultural operations, reductions in agricultural runoff, and/or reduction of degradation to surrounding ecosystems.

Minimum conservation management plan and carbon farm contents are set forth in [Appendix G](#).

### **Forest Management**

Projects that include forested lands as defined in PRC § 4751 must include an easement management plan that meets the requirements of that code section. Grantees may either address this requirement within a comprehensive CFCP-funded conservation management plan, or they may address this requirement via a separate management plan not funded by CFCP.

### **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, etc.) Except for the easement monitoring endowment, costs used for match funding must be eligible costs.

### **Easement**

Each application for an easement grant 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 the easement monitoring endowment contributions may be applied toward the match requirement.

### **Land Improvement**

Each application for a land improvement grant 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, Appendix D, and Appendix E, 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 [cfcf@conservation.ca.gov](mailto:cfcf@conservation.ca.gov).

Each applicant will receive an acknowledgement upon the Department's receipt of their pre-proposal and 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.

### **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. The written notice shall state the reason for 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 funding to carry out the acquisition;
- Other acquisitions have a higher priority; or,
- The application does not satisfy other relevant requirements provided by the fund source or in the guidelines, solicitation, application, or other relevant control documents, as determined by the Department.

### **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.

### **Ineligible Application Dispute Process**

If an applicant wishes to dispute an ineligibility determination, the applicant must, within two weeks of the date of receipt of the determination, submit via email a CFCP Eligibility Reconsideration request on official letterhead. The request must be signed by the applicant's executive director or board president and should include supplemental information that supports the request. This information must be directly related to the eligibility criteria(ion) under consideration.

Following receipt of the CFCP Eligibility Reconsideration request:

- CFCP Program Manager will assign a CFCP staff reviewer to re-evaluate eligibility based on the pre-proposal and application materials received to date, publicly available information, and any supplemental information provided by the applicant in their reconsideration request.

The CFCP staff reviewer will then make a determination of eligibility based on the above provided materials and information, which will be reviewed for reasonableness and consistency with these Guidelines by the Program Manager and Division Director. The Department Director, after review of the determination of eligibility and determination of reasonableness and Guidelines consistency, will approve or deny the CFCP Eligibility Reconsideration request. This eligibility determination will be conveyed to the applicant within one month of receipt of the applicant's request for eligibility reconsideration and will be considered final.

### **Eligibility Criteria**

Below are the Easement Eligibility Criteria and Land Improvement 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**

(A) Proposal is submitted by an Eligible Applicant.  
Proposal is for an Eligible Project.

(B)

- (C) Proposal will a) Improve a community's ability to adapt to the unavoidable impacts of climate change, b) improve and protect coastal or rural economies, agricultural viability, wildlife corridors, or habitat, c) develop future recreational opportunities, or d) enhance drought tolerance, landscape resilience, and water retention.
- (D) Application is complete and was received by the deadline.
- (E) The parcel proposed for conservation is expected to be used for, and is large enough to sustain, commercial agricultural production.
- (F) The land is 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.
- (G) 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 acquisition is proposed.
- (H) The property has no known agricultural constraints (e.g., due to soil or water contamination).
- (I) Will result in public benefits that address the most critical statewide needs and priorities for statewide funding.
- (J) Without conservation, the land proposed for protection is likely to be converted to non-agricultural use in the foreseeable future.
- (K) The primary purpose for which the easement is being sought is consistent with continuing agricultural use of the property
- (L) Any nonagricultural qualities that will be protected by the easement, if applicable, are inherent to the property.
- (M) The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property.
- (N) For local government applicants only: The local government applicant has not acquired, nor proposes to acquire, the interest in real property through the use of eminent domain, unless requested by the owner of the land.

### **Land improvement Eligibility Criteria**

- (A) Proposal is submitted by an Eligible Applicant.
- (B) Proposal is for an Eligible Project and meets at least one of the Land Improvement Goals.
- (C) Proposal will a) Improve a community's ability to adapt to the unavoidable impacts of climate change, b) improve and protect coastal or rural economies, agricultural viability, wildlife corridors, or habitat, c) develop future recreational opportunities, or d) enhance drought tolerance, landscape resilience, and water retention.
- (D) Will result in public benefits that address the most critical statewide needs and priorities for statewide funding.
- (E) CEQA compliance for the project, if required, has been completed.

### **Selection Criteria**

The following table outlines the Easement Selection Criteria and Land Improvement Eligibility Criteria by which eligible projects ranked A, B, or C will be scored using the applicable selection criteria and ranked based on their score.

## **Easement selection criteria (90 Total Points Possible)**

**(1) Program Goals** (15 points): The extent to which the proposal meets the Program Goals outlined in this Solicitation. In evaluating this criterion, the Department will consider the extent to which a project addresses a single goal as well as the number of goals addressed.

**(2) Disadvantaged Community Benefits** (15 points): The extent to which the proposal serves or benefits a severely disadvantaged community (SDAC) or disadvantaged community (DAC), 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; securing land tenure for no less than 10 years; or promoting food security.

**(3) Soil Quality** (10 points): 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.

**(4) Co-Benefits** (10 points): 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.

**(5) Long-Term Agricultural Commitment** (5 points): The extent to which the city or county demonstrates a long-term commitment to agricultural land conservation as demonstrated by the following:

- The general plan and related land use policies of the city or county;
- Policies of the local agency formation commission; California Environmental Quality Act policies and procedures;
- The use of a right-to-farm ordinance;
- Applied strategies for the economic support and enhancement of agricultural enterprise, including water policies, public education, marketing support, and consumer and recreational incentives; and,
- other relevant policies and programs.

**(6) Williamson Act** (5 points): 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.

**(7) Proximity to Sphere of Influence** (5 points): 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** (5 points): 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.

**(9) Collaboration** (5 points): 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.

**(10) Agricultural Viability** (5 points): The extent to which conservation of the land supports long-term private stewardship and continued agricultural production in the region.

**(11) Match/In-Kind Services** (5 points): The amount of matching funds and in-kind services contributed by local governments and other sources toward the acquisition of the agricultural conservation easement.

**(12) Neighboring Lands** (5 points): 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.

### **Land Improvement Selection Criteria (100 Total Points Possible)**

**(1) Applicability to Program Goals** (25 Points): 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 Land Improvement Goals and Land Improvement Eligibility Criteria stated in this solicitation.

**(2) Project Outcomes** (20 Points): Significance of Benefits. The extent to which the application provides significant benefits to the protected land. In considering the significance of benefits identified, the Department may consider the extent of the documentation provided by the applicant relative to proposed benefits.

**(3) Disadvantaged Community Benefits and/or Socially Disadvantaged Farmers and Ranchers** (15 Points): The extent to which the proposal serves or benefits a severely disadvantaged community (SDAC) or disadvantaged community (DAC), 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; securing land tenure for no less than 10 years; or promoting food security.

**(4) Climate Change Adaptation and Resiliency** (10 Points): Implementation of proposed land improvement will increase sustainable production, provide GHG emissions reduction benefits, promote biodiversity, and/or contribute to air, water, soil, and ecosystem benefits.

**(5) Sustainability** (5 Points): The extent to which the proposed land improvement will enhance the sustainability of the long-term agricultural uses.

**(6) Project Team Qualifications** (5 Points): The extent to which the application demonstrates that the project team has the qualifications, experience, and capacity to perform the proposed tasks.

**(7) Durability of Investment** (5 Points): 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.

**(8) Monitoring and Reporting** (5 Points): The extent to which the application demonstrates a clear and reasonable approach for monitoring, assessing, and reporting project milestones.

**(9) Project Readiness** (5 Points): 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.

**(10) Community Support and Collaboration (5 Points):** The extent to which the proposed project demonstrates stakeholder support, including leverage of the funding as match, for the project.

### **Grant Awards and Execution**

Eligible projects will be presented to the Director in ranked order based on readiness and the amount of points received during the selection criteria evaluation. In addition to the selection criteria that provide points to proposals that are determined to serve severely disadvantaged communities or disadvantaged communities, the Department will prioritize funding for proposals that are determined to serve severely disadvantaged communities per the Proposition 68 (SDAC) allocation. As required by Proposition 68, projects that utilize the California Conservation Corps will also 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
- readiness ranking
- extent to which projects meet the goals outlined in this solicitation
- extent to which the project serves severely disadvantaged communities, and disadvantaged communities
- availability of funds
- program purposes
- balance and distribution of funding among program priorities, project types, and/or geographic area.

Applicants with 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. All projects awarded by the Department will only receive funding disbursements if the conditions of funding identified in this solicitation and any additional conditions identified in the staff report, award letter, and grant agreement are satisfied.

### **Grant Agreements**

#### *Steps in Executing the Grant Agreement*

1. The Department notifies applicant of award, detailing additional conditions of funding, if any.
2. Department sends grant agreement and materials to grantee. Grant agreements are based on a standard template and have a standard duration of two years. The Grant Agreement Template for both Easements and Land Improvements is attached as Appendix F. With written justification from the applicant and at the discretion of the Department, the duration of a grant agreement may be extended if funding can be reappropriated.
3. Grantee must submit all supporting materials and a signed agreement within six (6) months of the Department's award or risk forfeiting the grant award.
4. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the grantee).

#### *Steps Upon Signature of the Grant Agreement*

1. Grantee commences work.
2. Grantee may submit invoices no more than quarterly, beginning sixty (60) days after execution of the grant agreement. The State may withhold payment on the final invoice until final documents are received.
3. Grantee submits progress reports as may be required by the grant agreement.
4. Grantee submits a final report upon completion of the grant agreement in order to receive its final payment.
5. Interest holder submits post-project annual monitoring reports to the Department certifying that the conditions of the deed are being upheld.

### **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. Reimbursement for improvements completed under Land Improvement grant agreements may be subject to prior onsite inspection by CFCP staff. 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 project award,
- Withdrawal from the grant program prior to completion of the work plan,
- Failure to adhere to the conditions of funding specified in this solicitation,
- Failure to submit required documentation within the time periods specified in the grant agreement,
- Change in project scope, schedule, or budget without prior Department 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 PRC 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, and written notification to the planning director.

### **Minimum Conditions of Funding**

To receive funding under CFCP, applicants must agree to the following conditions of funding. Entrance into a grant agreement constitutes acceptance of the conditions of funding. Failure to adhere to these conditions throughout the grant term will result in a loss of funding. CFCP's conditions of funding for easement acquisitions 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;
- Except for those uses and activities deemed consistent and compatible pursuant to PRC § 10238, restrictions on husbandry practices on the property are prohibited;
- The easement will not substantially prevent agricultural uses on the property;
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement;
- For projects where the property includes forest lands, the project will comply with PRC [§4751](#);
- The easement appraisal must comply with the Department's published [Overview and Preparation of Agricultural Conservation Easement Appraisals](#); and,
- The appraisal used to establish the easement value must be approved by DGS and the Department.

### **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 paid 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.

### **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 disbursement 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 Husbandry Practices**

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 husbandry practices within CFCP-funded easements. Any subsequent easements on a property protected by a CFCP easement also cannot restrict husbandry practices or otherwise conflict with CFCP-funded easements.

PRC section 10238 deems the following uses and activities as consistent and compatible with any agricultural conservation easement funded under this program and shall not be considered to restrict husbandry practices:

- (1) Those uses and activities specified in Sections 10246 and 10262.
- (2) The production, processing, and marketing of agricultural crops, agricultural products, and livestock.
- (3) The restoration, enhancement, maintenance, protection, and conservation of natural resources if those activities are carried out in accordance with generally accepted best management practices and that the long-term agricultural use of the conserved land is not thereby significantly impaired.
- (4) Activities to reduce the agricultural operation's emissions of greenhouse gases, and to improve, promote, or enhance the land's adaptation and resilience to climate change, if the long-term agricultural use of the conserved land is not thereby significantly impaired.
- (5) Activities to support water conservation and protection, improved air quality, and fuels reduction and management, including to protect the conserved land and neighboring properties from catastrophic wildfire, if the long-term agricultural use of the conserved land is not thereby significantly impaired.
- (6) The construction, reconstruction, and use of secondary dwelling units and farm worker housing, subject to reasonable limitations on size and location, if the long-term agricultural use of the conserved land is not thereby significantly impaired. The limitations on secondary dwelling units and farm worker housing shall not be more restrictive than Section 65852.2 of the Government Code or Section 17021.6 of the Health and Safety Code, respectively, or local building permit requirements.
- (7) The construction, reconstruction, or use of renewable energy facilities to generate energy for the agricultural and residential needs of the conserved land if the long-term agricultural use of the conserved land is not thereby significantly impaired.

A conservation management plan will be required if the project includes a blanket restriction on agricultural intensification pursuant to item #3 above. For example, if the applicant is proposing to conserve a property's oak woodlands by restricting agricultural intensification beyond grazing, then a conservation management plan will be required to identify best management practices and to ensure that the property's long-term agricultural use is not significantly impaired.

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

Pursuant to Public Resources code section 10262, 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 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 product 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 should be commensurate with the current and expected agricultural use of the property and are subject to approval by the Department.

If there are any single-family residences, secondary dwelling units, or farm worker housing units existing at the time of pre-proposal submission, at least one building envelope must be identified in the pre-proposal to contain these structures. If no single-family residences, secondary dwelling units, or farm worker housing units exist at the time of the pre-proposal submission, the applicant shall:

- Identify the size, number, and location of one or more building envelopes to contain these structures in the pre-proposal, or
- Identify the size and number of proposed future building envelopes to contain these structures in the pre-proposal and application, and agree to identify the locations of said building envelopes in the easement prior to recordation.

#### Reserved Rights

All reserved rights, including those described above, should 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 will be required 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. The Department has developed a resource for appraisers and applicants, entitled Overview and Preparation of Agricultural Conservation Easement Appraisals, which is available on the Department website.

The appraisal is subject to review and approval by the Department and the Department of General Services (DGS). The appraisal should be submitted prior to close of escrow, and with sufficient time for Department and DGS review. 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 24 months or more transpires between the effective date of the appraisal and the anticipated 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.

The grant will only fund the appraisal that establishes the acquisition value used to complete the transaction. This cost will only be covered if the project is approved for funding, the appraisal is approved by the state, and the appraisal cost is budgeted in the grant agreement.

## **Written Notification to Planning Directors (Easements Only)**

The applicant must provide written notification to the planning directors of the relevant county or counties and every city within two miles of the property about the application. The notice shall include:

1. The applicant's intent to apply for a grant to acquire an agricultural conservation easement from the program;
2. The application deadline;

3. A statement that the conservation easement may result in reduced property tax revenue pursuant to Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and,
4. The jurisdiction's right to submit comment to the Department on the project within 30 days of the application deadline.

The relevant county or counties and every city within two miles of the property shall have 30 days from the application deadline to submit written comments on the project to the Department, including on the compatibility of the project with the general plan. The Department shall consider any comments submitted by the county or cities on the project.

### **Monitoring and Reporting**

Regular monitoring of properties under easement is necessary to ensure compliance with the terms of the easement. Beginning the year after the deed is recorded, the Department requires an annual report from the easement holder certifying that the conditions of the easement are being upheld.

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

Pursuant to section 75102 of the PRC, 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: Easement Pre-proposal

### Submittal Requirements

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for CFCP funding. Grant applications will not be accepted unless a pre-proposal worksheet was received for the project.

Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Pre-proposals will be reviewed to determine project eligibility, and technical assistance provided to facilitate the development of competitive grant applications. Applicants will be notified regarding their project's eligibility following the pre-proposal review.

Projects deemed eligible, or eligible with conditions, may be submitted as applications for further evaluation and scoring. In cases where reviewers have questions regarding eligibility or title concerns, applicants will be given the opportunity to respond to those concerns prior to an eligibility determination. For projects deemed eligible with conditions, applicants must provide substantive responses to the conditions identified in the pre-proposal feedback in their application in order for their application to be considered for funding.

Please submit the items below to the Department of Conservation via email to [cfcf@conservation.ca.gov](mailto:cfcf@conservation.ca.gov).

### Agricultural Conservation Acquisition Pre-proposal Checklist

*(All components are required unless otherwise noted)*

- ☐ Acquisition Summary Sheet
- ☐ Documentation of Organizational Eligibility
- ☐ Applicant-Landowner Letter of Intent
- ☐ Narrative Questions
- ☐ Preliminary Title Report, Underlying Documents, Assessor's ParcelMaps
- ☐ Project Boundary Map
- ☐ Building Envelope(s) Map and Excluded Area(s) Map
- ☐ Associated Costs Budget Table *(only required if applying for more than \$60,000)*

## Acquisition Pre-proposal Summary Sheet

Note to applicant: Text within brackets are examples and guiding text only. Please delete prior to submitting the full application. You can click directly in the grey text box. The font will automatically change to calibri and the text will be a royal blue color.

### Basic Information

Project Title:

Location (County and Nearest City):

Distance to nearest city or census designated place:

Located within a [priority population](#): ☐ **Y** ☐ **N** [Census tract number]

### Project Funding

A: CFCP Easement Request Amount: \$

B: CFCP Associated Costs Request: \$ [Up to \$60,000]

C: CFCP ☐ Management Plan or ☐ Carbon Farm Plan Request: \$ [Up to \$10,000]

D: CFCP Total Grant Request (A+B+C): \$

Match Amount (toward easement value only): \$

Matching Funds Source: [e.g., NRCS, landowner, etc.]

Status of Match: [e.g., application submitted, in grant agreement, etc.]

Estimated Easement Fair Market Value: \$

### Applicant Information

Applicant:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### Co-Applicant/Intended Interest Holder Information (complete if applicable)

Name:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### Parcel Information

Project APN(s):

Current Zoning/ Minimum Parcel Size:

Number of existing legal parcels (Please confirm this information with the relevant County Planning Department):

Proposed number of easements:

### **Project Acreage**

Total Project Acreage (Assessor's Acreage):

Irrigated Acres:

Non-irrigated / Grazing Acres:

Nonagricultural Acres:

### **Sale and Subdivision**

Would proposed acquisition prohibit further subdivision of existing legal parcels?

☐ **Y** ☐ **N**

If no, explain:

Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area?

☐ **Y** ☐ **N**

If no, explain:

### **Water and Mineral Rights**

Water Rights and Source(s):

Third party mineral rights holder(s)? ☐ **Y** ☐ **N**

Explanation:

Severed mineral rights? ☐ **Y** ☐ **N**

Explanation:

Evidence of past mining? ☐ **Y** ☐ **N**

Explanation:

### **Existing and Reserved Single-family Residences**

Number of **single-family (SF) residences** currently on the property:

Approximate size of each **SF residence** (square footage of living area):

Number of additional **SF residences** to be reserved in easement (if any):

Size restriction (sq. ft), if any, on reserved and/or existing **SF residences**:

### **Existing Farm Labor Residences**

Number of **farm labor residential** structures/units currently on property:

Approximate size of each **farm labor residence** (square footage of living area):

### **Building Envelopes**

**Existing Building Envelope(s)** on the property?

Number:

Approximate Acres (each):

**Additional Building Envelope(s)** to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?

Number:

Approximate Acres (each):

If the location(s) of the additional Building Envelopes have not been identified, do the applicant and landowner agree to identify the locations of additional building envelopes in the easement? ☐ **Y** ☐ **N**

### **Additional Information**

Other Reserved Rights (e.g., oil and gas site, solar, communication towers)

Please list:

Any proposed restrictions on husbandry practices? ☐ Y ☐ N

If yes, please describe:

Any critical deadlines? ☐ Y ☐ N

If yes, please describe:

Name of qualified preparer of the management plan or carbon farm plan, if applicable:

## **Eligibility and Organizational Capacity Documentation**

### Organizational Eligibility

Non-profit applicants and proposed interest holders must submit the following documentation:

- Internal Revenue Service 501(c)3 status as a charitable non-profit;
- Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,
- Adopted policy that details the organization's goals and purposes, including the organization's primary purpose of preserving, protecting, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open space condition or use.

Governmental applicants and proposed interest holders should submit a copy of the relevant statute or other policy outlining their purpose and authority regarding the conservation of agricultural land.

Applicants and proposed interest holders that have submitted documentation of organizational eligibility through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves (see next page).

## **Applicant Certifications**

Please certify that the most current versions of the applicant's eligibility documents are on file with the Department or attach the most current versions here.

### Documentation of Organizational Eligibility

*I certify here that the most current versions of the documents below are on record at the Department or attached:*

Signature: \_\_\_\_\_

[Print Name, Title]

Date:

- ☐ IRS 501(c)3 status
- ☐ Articles of Incorporation
- ☐ Bylaws
- ☐ Documentation of Primary Purpose
- ☐ Copy of relevant statute (*governmental applicants only*)

## Interest Holder Certifications

*This section is only applicable when the applicant is not the intended holder of the real property interest.*

Please certify that the most current versions of the interest holder's eligibility and organizational capacity documents are on file with the Department or attach the most current versions here.

### Documentation of Organizational Eligibility

*I certify here that the most current versions of the documents below are on record at the Department or attached:*

---

Print Name, Title

---

Date

- ☐ IRS 501(c)3 status
- ☐ Articles of Incorporation
- ☐ Bylaws
- ☐ Documentation of Primary Purpose
- ☐ Copy of relevant statute *(governmental applicants only)*

## **Applicant-Landowner Letter of Intent**

The applicant must provide a letter from the landowner(s) stating the landowner's intent to work with the applicant to conserve the property via sale of an easement. All landowners listed on title and applicant's authorized signatory must sign the letter of intent. This letter must address the following items:

1. Landowner's pursuit of sale of the easement is voluntary;
2. Use of the property will be restricted to agricultural and compatible conservation uses in perpetuity;
3. The landowner is aware of the estimated acquisition value provided to CFCP as the basis for this funding request and understands that the final easement value used to establish CFCP's contribution to the purchase price of the easement may change upon completion of a full appraisal of the property; and
4. No government agency has conditioned the issuance of an entitlement to use on the proposed acquisition.
5. For projects where the land proposed to be conserved under easement includes forest lands, the letter must also indicate that the landowner agrees to the conditions outlined in Public Resources Code 4751

The applicant may provide an option agreement in lieu of a letter of intent if the option agreement includes the above information.

Sample documents are posted on the Department website.

## Narrative Questions

Please answer the following questions. Please limit responses to **five pages or less**.

1. Provide a brief description of the project, including the current agricultural use of the property (e.g., types of products produced, acreage utilized, cow/calf pairs, seasonal or year-round operation, etc.)
2. Does the applicable city or county general plan demonstrate 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 acquisition is proposed.
3. Is the proposed acquisition part of a local government's condition placed upon the issuance of an entitlement for use of a specific property? If yes, please describe.
4. Does the property have any known agricultural constraints (e.g., due to soil or water contamination)? If so, please describe.
5. Describe how the proposal will result in public benefits that address the most critical statewide needs and priorities for statewide funding.
6. Describe how the project will serve or benefit a severely disadvantaged community, disadvantaged community, and/or socially disadvantaged farmer or rancher.
7. Is the land in an area that possesses the necessary market, infrastructure, and agricultural support services? Will the surrounding parcels sizes support long-term commercial agricultural production?
8. Is the parcel proposed for conservation expected to continue to be used for, and is it large enough to sustain, commercial agricultural production?
9. Explain how the primary purpose for which the easement is being sought will be consistent with continuing agricultural use of the property.
10. Will the easement substantially prevent agricultural uses on the property?
11. Are there nonagricultural qualities proposed for protection? If yes, please describe how they are inherent to the property.
12. Is the property under pressure of being converted to non-agricultural uses? If so, how?
13. Explain how the proposal will a) improve a community's ability to adapt to the unavoidable impacts of climate change, b) improve and protect coastal or rural economies, agricultural viability, wildlife corridors, or habitat, c) develop future recreational opportunities, or d) enhance, drought tolerance, landscape resilience, and water retention.
14. Provide a brief discussion of how the project meets one or more of the Program Goals. (1/2 page max)

Provide any other comments, potential concerns, etc.

## **Title**

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. A preliminary title report that is less than twelve (12) months old and a plan to address each title issue must be submitted with the pre-proposal.

The title report should be submitted as a separate file from the pre-proposal and should be accompanied by all relevant underlying documents, associated assessor's parcel maps, and a plotted easements map. Underlying documents should be submitted as hyperlinks in the preliminary title report unless extenuating circumstances exist.

In the space below, list any exceptions that may pose a cloud on title. For each exception noted, describe what steps will be taken to resolve the issue, including a timeline for resolution. If no potential clouds on title are identified in the Preliminary Title Report, write N/A.

Examples of exceptions that are not typically a concern are easements or encumbrances for utilities, roads, or neighbor rights-of-way. Examples of exceptions that require explanation are deeds of trust, third party mineral interests, existing conservation easements, or possible interests in the fee held by third parties.

## **Project Boundary Map**

Applicants must submit a legible pdf map of the project boundary and APNs with their pre-proposal.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

## **Map of Building Envelope and any Excluded Areas**

If building envelope(s) is/are to be designated within the project area, applicants must submit a map depicting the location and size/dimensions of existing and/or proposed envelope(s). Building envelopes must be designated around existing residences.

Similarly, if certain areas of the property are to be excluded from the acquisition, applicants should identify the location and, if possible, approximate acreage of such proposed exclusions on the map.

## **Appendix C: Land Improvements Pre-proposal**

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for CFCP funding. Grant applications will not be accepted unless a pre-proposal worksheet was received for the project.

Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Pre-proposals will be reviewed to determine project eligibility, and technical assistance provided to facilitate the development of competitive grant applications. Applicants will be notified regarding their project's eligibility following the pre-proposal review.

Projects deemed eligible, or eligible with conditions, may be submitted as applications for further evaluation and scoring. In cases where reviewers have questions regarding eligibility, applicants will be given the opportunity to respond to those concerns prior to an eligibility determination. For projects deemed eligible with conditions, applicants must provide substantive responses to the conditions identified in the pre-proposal feedback in their application in order for their application to be considered for funding.

### **Land Improvements Pre-proposal Checklist**

*(All components are required unless otherwise noted)*

- ☐ Land Improvements Summary Sheet
- ☐ Documentation of Organizational Eligibility
- ☐ Copy of Conservation Easement or similar long-term conservation agreement
- ☐ CEQA Documentation
- ☐ Project Boundary Map and Assessor's Parcel Maps

## Land Improvement Summary Sheet

Note to applicant: Text within brackets are examples and guiding text only. Please delete prior to submitting the full application. You can click directly in the grey text box. The font will automatically change to calibri and the text will be a royal blue color.

### Basic Information

Project Title:

Location (County and Nearest City):

Distance to nearest city or census designated place:

Located within a [priority population](#): ☐ **Y** ☐ **N** [Census tract number]

### Project Funding

CFCP Request Amount: \$

Match Amount: \$

Matching Funds Source: [e.g., NRCS, etc.]

Status of Match: [e.g., application submitted, in grant agreement, etc.]

### Applicant Information

Applicant:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### Co-Applicant *(complete if applicable)*

Name:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### Property Information

Property APN(s):

Current Zoning/ Minimum Parcel Size:

Total Project Acreage(Assessor's Acreage):

Irrigated Acres:

Non-irrigated / Grazing Acres:

Nonagricultural Acres:

## **Organizational Eligibility Documentation**

### Organizational Eligibility

Non-profit applicants and proposed interest holders must submit the following documentation:

- Internal Revenue Service 501(c)3 status as a charitable non-profit;
- Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,
- Adopted policy that details the organization's goals and purposes, including the organization's primary purpose of preserving, protecting, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open space condition or use ("Primary Purpose").

Governmental applicants and proposed interest holders should submit a copy of the relevant statute or other policy outlining their purpose and authority regarding the conservation of agricultural land.

Applicants that have submitted documentation of organizational eligibility through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves (see next page).

## **Applicant Certifications**

Please certify that the most current versions of the applicant's eligibility documents are on file with the Department or attach the most current versions here.

### Documentation of Organizational Eligibility

*I certify here that the most current versions of the documents below are on record at the Department or attached:*

Signature: \_\_\_\_\_  
[Print Name, Title]

Date:

- ☐ IRS 501(c)3 status
- ☐ Articles of Incorporation
- ☐ Bylaws
- ☐ Documentation of Primary Purpose
- ☐ Copy of relevant statute *(governmental applicants only)*

## **Narrative Questions**

Please answer the following questions. Please limit responses to **five pages or less**.

1. Provide a brief description of the project and how the project meets one or more of the Land Improvement Goals.
2. Describe the project's benefit to the protected land.
3. Describe how the proposal will result in public benefits that address the most critical statewide needs and priorities for statewide funding.
4. Describe how the project will serve or benefit a severely disadvantaged community or disadvantaged community.
5. Explain how the proposal will a) improve a community's ability to adapt to the unavoidable impacts of climate change, b) improve and protect coastal or rural economies, agricultural viability, wildlife corridors, or habitat, c) develop future recreational opportunities, or d) enhance, drought tolerance, landscape resilience, and water retention.
6. Describe the current CEQA compliance status and provide necessary documentation (refer to Appendix A).

Provide any other comments, potential concerns, etc.

## **CEQA Documentation**

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

## **Project Boundary Map and Assessor's Parcel Map**

Applicants must submit a legible pdf map of the project boundary and an APN map with their pre-proposal.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

## **Appendix D: Easement Grant Application**

This is the application form for Agricultural Conservation Easement Grants under the 2024 CFCP solicitation. The 2024 Solicitation details the background and eligibility requirements for funding. Applicants should familiarize themselves with the CFCP solicitation prior to completing this grant application and refer to them for questions regarding this form. CFCP staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying. Applicants are required to submit a pre-proposal to the Department prior to applying. Please refer to the Pre-Proposals section of the solicitation for additional information.

Please use the Easement Grant Application Checklist to ensure that all necessary materials are submitted. Incomplete or Not Ready applications may not be evaluated or considered for funding at the sole discretion of the State. Early consultation with CFCP staff regarding proposed projects is strongly encouraged to achieve the most efficient review process possible.

## Easement Grant Application Checklist

### REQUIRED COMPONENTS

#### ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

- ☐ Application Cover Sheet
- ☐ Executive Summary (1-page maximum)
- ☐ Easement Summary Sheet
- ☐ Narrative Questions
- ☐ Applicant Resolution of Support
- ☐ Letter to Planning Director
- ☐ Updated Preliminary Title Report, Underlying Documents, Assessor's Parcel Maps *(if requested)*
- ☐ Appraisal or Support for Estimated Easement Value
- ☐ Revised Project Boundary Map *(if requested)*
- ☐ Revised Building Envelope(s) Map and Excluded Area(s) Map *(if requested)*

### Additional Components

*Applicants may submit the following as relevant to their application:*

- ☐ Proposed Interest Holder Resolution of Support *(if relevant)*
- ☐ Maps that show property characteristics relevant to the project

## Easement Grant Application Cover Sheet

### Basic Information

Project Title:

Location (County and Nearest City):

Distance to nearest city or census designated place:

Socially disadvantaged farmer or rancher?: ☐ Y ☐ N

Located within a [priority population](#): ☐ Y ☐ N [Census tract number]

### Project Funding

A: CFCP Easement Request Amount: \$

B: CFCP Associated Costs Request: \$ [Up to \$60,000]

C: CFCP ☐ Management Plan or ☐ Carbon Farm Plan Request: \$ [Up to \$10,000]

D: CFCP Total Grant Request (A+B+C): \$

Match Amount (toward easement value only): \$

Matching Funds Source: [e.g., NRCS, landowner, etc.]

Status of Match: [e.g., application submitted, in grant agreement, etc.]

Estimated Easement Fair Market Value: \$

### Applicant Information

Applicant:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### Co-Applicant/Intended Interest Holder Information (complete if applicable)

Name:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

## Executive Summary

This section (**one (1) page** maximum) should:

- Provide a brief but thorough description of the proposed project and its scope (project type; agricultural use; farmland quality; location; size; whether landowner or lessee-operated; if lessee-operated, the length of the lease; etc),
- Clearly respond to all concerns identified by CFCP staff during the pre-proposal review (if any),
- Provide a brief summary of how the project meets the programs goals, and
- Identify whether the landowner must meet any critical deadlines for concluding the transaction.

## Acquisition Summary Sheet

All fields in this section must be filled out for the application to be considered complete.

### General Information

Project Title:

Landowner Name(s)/ Ownership Structure:

Street Address of Property (or nearest cross streets):

Project APN(s):

### Project Acreage

Total Project Acreage:

(Assessor's Acreage):

Irrigated Acres:

Non-irrigated / Grazing Acres:

Nonagricultural Acres:

### Landowner/Lessee Demographics

Items in the demographics section should be completed for the landowner or lessee who farms or ranches the property. For properties farmed or ranched by the landowner but where ownership of the property is held by more than one individual or by a company or trust, complete this section for the individual(s) who manage(s) the day-to-day operations of the farm/ranch. Information on gender, race, and ethnicity is for informational purposes only and will not be considered in project selection.

The property is farmed/ranched by:

☐ Landowner

☐ Lessee

☐ Both

The person who farms/ranches the property lives in:

☐ A [disadvantaged community](#)

Census tract number:

- ☐ A [low-income household](#) (refer to Health and Safety Code section 39713(d)(1))

Annual Household Adjusted Gross Income\*:

- ☐ A [low-income community](#) (refer to Health and Safety Code section 39713(d)(2))

Census tract number:

- ☐ None of the above

The person who farms/ranches the property is:

- ☐ A beginning farmer  
☐ A Veteran  
☐ None of the above

The gender of the person who farms/ranches the property is:

- ☐ Female  
☐ Male  
☐ Non-binary  
☐ Do not wish to identify/does not apply

The race/ethnicity of the person who farms/ranches the property is (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> Pacific Islander                       |
| <input type="checkbox"/> Native American  | <input type="checkbox"/> White                                  |
| <input type="checkbox"/> Alaskan Native   | <input type="checkbox"/> Other_____                             |
| <input type="checkbox"/> Hispanic         | <input type="checkbox"/> Do not wish to identify/does not apply |
| <input type="checkbox"/> Asian American   |   |
| <input type="checkbox"/> Native Hawaiian  |   |

*\*Applicants may be asked to provide proof of landowner/lessee income, including tax return information, for verification upon request.*

### **Sale and Subdivision**

Would proposed acquisition prohibit further subdivision of existing legal parcels?

☐ **Y** ☐ **N**

If no, explain:

Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area?

☐ **Y** ☐ **N**

If no, explain:

### **Water and Mineral Rights**

Water Rights and Source(s):

Third party mineral rights holder(s)? ☐ **Y** ☐ **N**

Explanation:

Severed mineral rights? ☐ **Y** ☐ **N**

Explanation:

Evidence of past mining? ☐ **Y** ☐ **N**

Explanation:

### **Existing and Reserved Single-family Residences**

Number of **single-family (SF) residences** currently on the property:

Approximate size of each **SF residence** (square footage of living area):

Number of additional **SF residences** to be reserved in easement (if any):

Size restriction (sq. ft), if any, on reserved and/or existing **SF residences**:

### **Existing Farm Labor Residences**

Number of **farm labor residential** structures/units currently on property:

Approximate size of each **farm labor residence** (square footage of living area):

### **Building Envelopes**

**Existing Building Envelope(s)** on the property?

Number:

Approximate Acres (each):

**Additional Building Envelope(s)** to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?

Number:

Approximate Acres (each):

If the location(s) of the additional Building Envelopes have not been identified, do the applicant and landowner agree to identify the locations of additional building envelopes in the easement? ☐ **Y** ☐ **N**

**Additional Information**

Other Reserved Rights (e.g., oil and gas site, solar, communication towers)

Please list:

Any proposed restrictions on husbandry practices? ☐ Y ☐ N

If yes, please describe:

Any critical deadlines? ☐ Y ☐ N

If yes, please describe:

Name of qualified preparer of the management plan or carbon farm plan, if applicable:

## Narrative Questions

This section should be used to explain attributes of the proposed acquisition that are relevant to the Program Goals and Easement Selection Criteria. This section should not exceed **six (6) pages**. Please answer the following questions, maintaining the format below.

1. Describe how the proposed project meets one or more of the Program Goals.
2. Describe how the project will serve or benefit a severely disadvantaged community, disadvantaged community, and/or socially disadvantaged farmer or rancher.
3. Describe how the acquisition will meet multiple natural resource conservation objectives, such as wetland protection, wildlife habitat conservation, water supply or water quality, or scenic open-space conservation.
4. Describe how the acquisition provides co-benefits beyond the program goals, including environmental, economic, public health, or other co-benefits.
5. Demonstrate the county/city long-term commitment to agricultural land conservation. For example, specific actions taken by the local government in support of its conservation goals and objectives, general plan policies, right-to-farm ordinance, LAFCO or CEQA policies and procedures, etc.
6. Describe the applicant's fiscal and technical capability to effectively carry out the acquisition.
7. Is there 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.
8. Describe how the project will support long-term private stewardship and continued agricultural production in the region. Please describe the agricultural operation and infrastructure on the Property.
9. Is there 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?

### **Applicant Resolution of Support**

The applicant is required to submit a signed resolution of support from its board of directors or similar governing body authorizing the submittal of a grant application to the CFCP. The resolution must:

1. Authorize the submittal of an acquisition grant application to CFCP;
2. Authorize entrance into a grant agreement with the Department for the project and agree to accept the template terms and conditions, available in Appendix F of this solicitation, if the project is awarded funding;
3. Certify that no conflict of interest or appearance of conflict of interest exists for any member of the applicant's Board of Directors as relates to the project; and,
4. Authorize a designated individual to execute tasks, such as signing documents, related to the application, grant agreement, and acquisition, if the project is awarded funding.

### **Written Notification Letter to the Planning Director**

The applicant must provide written notification to the planning directors of the relevant county or counties and every city within two miles of the property about the application. The notice shall include:

1. The applicant's intent to apply for a grant to acquire an agricultural conservation easement from the program;
2. The application deadline;
3. A statement that the conservation easement may result in reduced property tax revenue pursuant to Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and,
4. The jurisdiction's right to submit comment to the Department on the project within 30 days of the application deadline;

The relevant county or counties and every city within two miles of the property shall have 30 days from the application deadline to submit written comments on the project to the Department, including on the compatibility of the project with the general plan. The Department shall consider any comments submitted by the county or cities on the project.

### **Preliminary Title Report and Assessor's Parcel Map(s)**

If an updated preliminary title report or associated documents was requested as part of the pre-proposal feedback, provide an updated preliminary title report for review.

### **Appraisal/Support for Estimated Acquisition Value**

A current appraisal is not a required component of the application. However, the applicant must provide support for the acquisition value identified in the application

cover sheet. This support may be in the form of a preliminary or complete appraisal, or a detailed estimate for the anticipated cost of the acquisition, and material to support the valuation estimate. CFCP reserves the right to require that a current appraisal accompany the grant application if, in its sole discretion, it determines that insufficient data is available to support an estimate.

CFCP will only fund the appraisal that is approved by the state and used for the completed acquisition.

### **Project Boundary Map**

If the applicant has revised the project boundary following receipt of pre-proposal feedback, or if the project boundary has changed, provide an updated boundary map (pdf format) with the application.

Applicants may also submit maps depicting the proposed project boundary relative to Important Farmland data, nearest Sphere of Influence, priority planning areas, and other protected lands in the vicinity. If the applicant can document additional conserved lands or resource values that support the proposal, they are encouraged to provide supplemental maps to that effect.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

### **Building Envelope(s) and any Excluded Area(s) Map**

If the applicant has revised the building envelopes or excluded areas associated with the project following receipt of pre-proposal feedback, provide an updated building envelope and excluded areas map (pdf format) with the application.

Building envelopes must be designated around existing residences, as well as sites for proposed future residences.

## Appendix E: Land Improvements Grant Application

### REQUIRED COMPONENTS

#### ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

- ☐ Application Cover Sheet
- ☐ Executive Summary (1-page maximum)
- ☐ Land Improvement Summary Sheet
- ☐ Narrative Questions
- ☐ Applicant Resolution of Support
- ☐ Updated project maps or APN Maps *(if requested)*
- ☐ Revised Project Boundary Map *(if requested)*
- ☐ ***Updated CEQA documentation (if requested)***
- ☐ ***Land Improvement Work Plan***

## Land Improvement Grant Application Cover Sheet

Note to applicant: Text within brackets are examples and guiding text only. Please delete prior to submitting the full application. You can click directly in the grey text box. The font will automatically change to calibri and the text will be a royal blue color.

### Basic Information

Project Title:

Location (County and Nearest City):

Distance to nearest city or census designated place:

Socially disadvantaged farmer or rancher? ☐ **Y** ☐ **N**

Located within a [priority population](#): ☐ **Y** ☐ **N** [Census tract number]

### Project Funding

CFCP Request Amount: \$

Match Amount: \$

Matching Funds Source: [e.g., NRCS, etc.]

Status of Match: [e.g., application submitted, in grant agreement, etc.]

### Applicant Information

Applicant:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### Co-Applicant (complete if applicable)

Name:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

## Executive Summary

This section (**one (1) page** maximum) should:

- Provide a brief but thorough description of the proposed project and its scope (project type; agricultural use; farmland quality; location; size; whether landowner or lessee-operated; if lessee-operated, the length of the lease; etc),
- Clearly respond to all concerns identified by CFCP staff during the pre-proposal review (if any) and,
- Provide a brief summary of how the project meets the Land Improvement Programs Goals.

## Land Improvement Summary Sheet

All fields in this section must be filled out for the application to be considered complete.

### General Information

Project Title:

Landowner Name(s)/Ownership Structure:

Street Address of Property (or nearest cross streets):

Project APN(s):

### Project Acreage

Total Project Acreage (Assessor's Acreage):

Irrigated Acres:

Non-irrigated / Grazing Acres:

Nonagricultural Acres:

### Landowner/Lessee Demographics

Items in the demographics section should be completed for the landowner or lessee who farms or ranches the property. For properties farmed or ranched by the landowner but where ownership of the property is held by more than one individual or by a company or trust, complete this section for the individual(s) who manage(s) the day-to-day operations of the farm/ranch. Information on gender, race, and ethnicity is for informational purposes only and will not be considered in project selection.

The property is farmed/ranched by:

☐ Landowner

☐ Lessee

☐ Both

The person who farms/ranches the property lives in:

☐ A [disadvantaged community](#)

*Census tract number:*

☐ A [low-income household](#) (refer to Health and Safety Code section 39713(d)(1))

*Annual Household Adjusted Gross Income\*:*

☐ A [low-income community](#) (refer to Health and Safety Code section 39713(d)(2))

*Census tract number:*

☐ None of the above

The person who farms/ranches the property is:

☐ A beginning farmer

☐ A Veteran

☐ None of the above

The gender of the person who farms/ranches the property is:

☐ Female

☐ Male

☐ Non-binary

☐ Do not wish to identify/does not apply

The race/ethnicity of the person who farms/ranches the property is *(check all that apply)*:

☐ African American

☐ Pacific Islander

☐ Native American

☐ White

☐ Alaskan Native

☐ Other\_\_\_\_\_

☐ Hispanic

☐ Do not wish to identify/does not apply

☐ Asian American

☐ Native Hawaiian

*\*Applicants may be asked to provide proof of landowner/lessee income, including tax return information, for verification upon request*

## Narrative Questions

This section should be used to explain attributes of the proposed acquisition that are relevant to the Land Improvement Program Goals and Land Improvement Selection Criteria. This section should not exceed **six (6) pages**. Please answer the following questions, maintaining the format below.

1. Describe how the proposed project meets one or more of the Land Improvement Program Goals.
2. Describe how the project satisfies one or more of the Land Improvement Eligibility Criteria.
3. Describe how the proposed project will benefit the protected land and enhance the sustainability of the long-term agricultural uses
4. Describe how the project will serve or benefit a severely disadvantaged community, disadvantaged community, and/or socially disadvantaged farmer or rancher.
5. Describe the project team's qualifications, experience, and capacity to perform the proposed tasks.
6. Describe how the investment will durable and extend beyond the completion of the project.
7. Describe the plan for monitoring, reporting, assessing, and reporting on project milestones.
8. Describe the community and stakeholder support for the proposed project.

## **Applicant Resolution of Support**

The applicant is required to submit a signed resolution of support from its board of directors or similar governing body authorizing the submittal of a grant application to the CFCP. The resolution must:

- Authorize the submittal of a Land Improvement grant application to CFCP;
- Authorize entrance into a grant agreement with the Department for the project and agree to accept the template terms and conditions, available in Appendix F of this solicitation, if the project is awarded funding;
- Certify that no conflict of interest or appearance of conflict of interest exists for any member of the applicant's Board of Directors as relates to the project; and,
- Authorize a designated individual to execute tasks, such as signing documents, related to the application, grant agreement, and acquisition, if the project is awarded funding.

## **CEQA Documentation**

Per pre-proposal feedback, if any, please provide any requested materials regarding environmental compliance requirements outlined in Appendix A of this solicitation.

## **Project Boundary Map and Assessor's Parcel Map**

If the applicant has revised the project boundary following receipt of pre-proposal feedback, or if the project boundary has changed, provide an updated boundary map (pdf format) and/or APN map with the application.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

**Land Improvement Work Plan**

Applicants must provide a detailed work plan that specifies the activities and sub-activities that will be performed during the grant term. The schedule should provide enough detail to allow assessment of the progress through the work plan at regular intervals. If awarded funding, this work plan will be incorporated into the Grant Agreement. Add or delete Tasks as necessary following the format below.

Work Plan		
Grantee Name		
Task	Timeline [Start and End Date]	Deliverable
Task 1 [TASK NAME]		
Subtask A:		
Subtask B:		
Subtask C:		
Task 2 [TASK NAME]		
Subtask A:		
Subtask B:		
Subtask C:		
Task 3 [TASK NAME]		
Subtask A:		
Subtask B:		
Subtask C:		
Task 4 [TASK NAME]		
Subtask A:		
Subtask B:		
Subtask C:		
Other Expenses		
Education / Training		
Travel		
Indirect Costs		

## Land Improvement Budget

Applicants must provide a budget broken down by cost type and by task. Cost estimates should be consistent with the work plan. If awarded funding, this Budget will be detailed and incorporated into the Grant Agreement. The budget template can be found on the CFCP website. When submitting the budget with your application, submit as an excel document so staff can verify numbers and cost allocations. Do not convert the budget to a PDF.

Budget Detail Worksheet					
Grantee Name:		Grant #: TBD			
Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimbursement Request	Grantee Match	Grand Total
<b>Task 1 [Task Name]</b>					
Consultant (not to exceed)	*Per RFP		\$0	\$0	\$0
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$0	\$0	\$0
Subtotal			\$0	\$0	\$0
<b>Task 2 [Task Name]</b>					
Consultant (not to exceed)	*Per RFP		\$0	\$0	\$0
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$0	\$0	\$0
Subtotal			\$0	\$0	\$0
<b>Task 3 [Task Name]</b>					
Consultant (not to exceed)	*Per RFP		\$0	\$0	\$0
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$0	\$0	\$0
Subtotal			\$0	\$0	\$0
<b>Task 4 [Task Name]</b>					
Consultant (not to exceed)	*Per RFP		\$0	\$0	\$0
Staff (See rate information below in Table 2)	**Varies. See rates below.		\$0	\$0	\$0
Subtotal			\$0	\$0	\$0
<b>Other Expenses</b>					
Education / Training	not to exceed		\$0	\$0	\$0
Travel	not to exceed		\$0	\$0	\$0
Indirect Costs (not to exceed 20% of grant)	not to exceed		\$0	\$0	\$0
Subtotal			\$0	\$0	\$0
<b>Grand Total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TABLE 2: RATES DETAIL</b>					
Title	Rate (\$/hour)	Notes			
<b>Staff Rates</b>		**Hours will vary by position. Amount for reimbursement not to exceed amount stipulated and allocated by budget line items.			
[Position Title]	\$0.00				
[Position Title]	\$0.00				
[Position Title]	\$0.00				
<b>Consultant</b>	*Total amount not to exceed that which is listed in this budget component of the grant agreement.				

## **Appendix F: Grant Agreement Template**

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and \_\_\_\_\_ ("Grantee").
2. The Grant Agreement Term is: From \_\_\_\_\_ to \_\_\_\_\_  
(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	4 Pages
Attachment 1: Project Map(s)	1 Page
Attachment 2: Authorized Signatory Form	1 Page
Attachment 3: Work Plan	1 Page
Attachment 4: Final Report Template	1 Page
Attachment 5: Conditions of Acquisition Cost Funding Disbursal	1 Page
Exhibit B, Budget Detail and Payment Provisions	4 Pages
Attachment 6: Budget Detail Worksheet	1 Page
Attachment 7: Invoice Templates	2 Pages
Exhibit C, General Terms and Conditions	3 Pages
Exhibit D, Special Terms and Conditions	6 Pages
Exhibit E, Award Letter	2 Pages
Exhibit F, Solicitation	_ Pages

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

**GRANTEE**

GRANTEE'S NAME: \_\_\_\_\_

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

**STATE OF CALIFORNIA**

Agency Name: Department of Conservation

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

## **Exhibit A: Scope of Work**

### **1. 2024 California Farmland Conservancy Program Background**

Department of Conservation's (Department) California Farmland Conservancy Program (CFCP) provides grants for the voluntary acquisition of conservation easements and restoration of and improvements to agricultural land.

This program is funded by the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The 2024 California Farmland Conservancy Program will implement this appropriation.

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

The Department released the final 2024 California Farmland Conservancy Program Solicitation on \_\_\_\_\_ 2025. 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 (Exhibit A, 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:

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

#### Grantee

Name:

Title:

Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

The Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or 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 (Exhibit A, Attachment 3), the plans and specifications and in accordance with the Budget Detail Worksheet (Exhibit A, Attachment 6), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 8.
- C. Submitting invoices for reimbursement using the Invoice (Exhibit B, 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**

### **A. Electronic Mail**

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.

### **B. Correspondence**

Correspond and documents must be submitted via email to: [Insert Grant Manager Email]

## **7. Reporting Requirements**

When the Project is completed, Grantee must submit a Final Report (Exhibit A, 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 4.
- B. Use the Final Report Template.
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Exhibit A, 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.

**Attachment 1: Project Map(s)**

[insert map(s) here]

## Attachment 2: Authorized Signatory Form

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

### Grantee Authorized Signatory:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Delegated Authorized Signatories:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Attachment 3: Work Plan (If Applicable)**

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

#### Attachment 4: Final Report Template

Date Submitted:

Grantee Name:

Grantee 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 (Exhibit A, 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 Grant Agreement. I further certify that any expenditure discussed in this report is allowed under the Grant Agreement and that all funds were expended for the purposes of this Project.

**Name:**

**Title:**

**Signature:** 

**Date:**

## **Attachment 5: Conditions of Acquisition Cost Funding Disbursal**

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

- A.** California Department of General Services has approved the appraisal:
  - i. Grantee has provided the Department with an electronic copy of the appraisal; and,
  - ii. The appraisal complies with the Department's Overview and Preparation of Agricultural Conservation Easement Appraisals and DGS's Appraisal Specifications, as determined by the Department.
- B.** Department has approved or has incorporated Department approval of the following into the joint escrow instructions as conditions of closing:
  - i. Final draft deed including all exhibits/attachments and any title exceptions that the deed will be subject to;
  - ii. Pro forma title policy;
  - iii. Any subordination agreements and documents needed to resolve title-related issues identified by the Department or Grantee;
  - iv. Final draft Baseline Documentation Report;
  - v. Estimated escrow closing statement;
  - vi. Joint escrow instructions that, at a minimum, require the following as conditions prior to either disbursing escrow funds or closing escrow, depending on the task:
    - a. Subordination or release of all senior liens or financial encumbrances on the property;
    - b. Escrow officer's signature acknowledging receipt of the instructions and agreeance to act in accordance therewith;
    - c. Recordation of the agricultural conservation easement(s) immediately upon close of escrow;
    - d. Issuance of a title insurance policy, naming the Department of Conservation as an additional insured for the full amount of the appraised value of the acquisition, with no exceptions to title other than those identified in the Proforma approved by the Department;
    - e. Provision that the escrow officer provide a copy of the recorded deed, final title policy, recorded subordination documents, final escrow closing statement, and any other items that the Department may require to the Department within 30 days of closing; and,
    - f. Provision that, should the easement not be conveyed to the Grantee, all CFCP Program funds will be returned to the Department.

Grantee has authorized the responsible title and/or escrow officer to communicate with the Department regarding the escrow associated with the agricultural conservation acquisition transaction.

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

### **1. Reimbursement**

- A. To receive Reimbursements of grant funds, Grantee must submit an invoice. Unless approved by the Department and 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 (Exhibit B, Attachment 6).
- 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. Reimbursement for improvements completed under Land Improvement grant agreements may be subject to prior onsite inspection by CFCP staff
- 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. Failure to comply with requirements may result in non-payment or delayed payment.

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

- A. Send invoices to the Grant Manager via email. Invoices may not be submitted within the first 60 days of the Grant Agreement execution date..
- 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 (Exhibit B, Attachment 6) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Attachment 2), 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 (Exhibit B, Attachment 6).
  - 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 (Exhibit B, 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 (Exhibit B, Attachment 6) and are tied to activities in the Work Plan (Exhibit A, 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 (Exhibit B, Attachment 6) 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 (Exhibit A, 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.

**Attachment 6: Budget Detail Worksheet**

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

## Attachment 6: Invoice Templates

### Land Improvement Invoice Template

*Submit all invoice documents electronically*

To: [Grant Manager Email Address]

Date:

California Department of Conservation  
Division of Land Resource Protection  
Attn: [grant manager]  
715 P Street, MS #1904  
Sacramento, CA 95814

Grant Number:

Invoice #

Invoice Period:

Total Invoice Amount:

Remit to: [Grantee name]

[Grantee mailing address]

Cost Category	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6	Total
<i>Staff</i>							
<i>Subcontractor</i>							
<i>Travel</i>							
<i>Indirect Costs</i>							
<b>Current Total</b>							
Cumulative Total							
Allocated Total							

Work Plan Task #	Description of Work Completed
1	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>
2	
3	
4	

Status Update¶			
□			
Work Plan Task #□	On Schedule (Y/N)□	Within Budget (Y/N)□	Corrective Plan or Action, if needed□
1□	□	□	□
2□	□	□	□
3□	□	□	□
4□	□	□	□

**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.

**Name:**

**Title:**

**Signature:** ✍

**Date:**

**Attachment 6: Invoice Templates**

Acquisition Invoice Template

*Submit all invoice documents electronically*

To: [Grant Manager Email Address]

**TO:** Department of Conservation

**Date:**

Division of Land Resource Protection

Attn: (grant manager)

715 P Street, MS 1904

Sacramento, CA 95814

**Grant No.:**

**Invoice No.:**

=====

Please remit \$\_\_\_\_\_ to [Title Company] for the purchase of 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: Invoice Templates

### Associated Costs Invoice Template

*Submit all invoice documents electronically*

To: [Grant Manager Email Address]

**TO:** Department of Conservation  
Division of Land Resource Protection  
Attn: (grant manager)  
715 P Street, MS 1904  
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:**      \$

Signature of Authorized Signatory

## **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 execution of the Grant Agreement..

### **2. Amendment**

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit B, Section 7 or 8. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

### **3. Assignment**

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

### **4. Records Retention**

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

### **5. Audit**

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

## 6. Indemnification

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

## 7. Disputes

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

## 8. Independent Grantee

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

## 9. Non-Discrimination Clause

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

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

## 10. Timeliness

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

## 11. Governing Law

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

## 12. Unenforceable Provision

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

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

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

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

### **2. Subcontractors**

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Exhibit B, Attachment 6), 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 email within fifteen (15) working days of receipt of the disputed invoice. Grant Manager will indicate why the invoice is disputed and outline the steps necessary to remedy the issues identified in their email.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

## B. General Disputes

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

## C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
  - 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  
715 P Street, MS 1904  
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

## 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

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
  - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
  - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured for any general liability and automobile insurance, 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.

## 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. Purchase of equipment using grant funds is allowable only with prior approval by the Grant Manager.
- b. Cost of equipment purchased shall be substantiated by purchase receipt.
- c. For any equipment purchased or built with funds that are reimbursable as a direct cost of the Project, as determined by the Department, Grantee must be the sole owner on title.
- d. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."
- e. Each grant-funded equipment must be dedicated to the described use in the same proportion and scope as identified in the work plan, unless the Department agrees otherwise in writing, during the useful life of the equipment.
- f. If Grantee determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, Grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
- g. On completion or early termination of the Grant Agreement, the Department will either require that the equipment be donated, or it may authorize the continued use of such equipment at the Project area or for similar purposes to those outlined in the Work Plan. 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.
- h. For the duration of the useful life of each grant-funded equipment, Grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). Items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.)

costing less than \$5,000 must be inventoried. The requirements of this section will survive termination of the Grant Agreement.

- i. The cost to lease equipment to use in the Project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.
- j. Use of equipment owned by Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.
- k. Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. The Department may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Department with no expense to the State.
- l. 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]).
- m. The Equipment Inventory Record must be updated annually and upon request.
- n. 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

#### 14. Signage

Grantee may be required, to the extent practicable, to include signage informing the public that the project received funds through the Department of Conservation and Proposition 68.

**Exhibit E: Award Letter**

[Insert award letter here.]

**Exhibit F: Solicitation**

[Insert Solicitation here.]

## **Appendix G: Management Plans and Carbon Farm Plans**

### **General Requirements**

For easements, both conservation management plans and carbon farm plans must be approved by the Department and signed by the grantee and landowner prior to the execution of the deed and release of funds allocated for the development of the plan. The plan must be developed by a qualified planner or resource conservation district.

Conservation management plans and carbon farm plans are living documents that must be reviewed by the landowner and grantee at least every 10 years. These plans are intended to provide flexibility for management of the land within the purposes of the acquisition. The grantee must notify the Department of any changes to the management that have the potential to significantly impact the conservation values or conservation purpose of the acquisition.

The plan must be updated if changes to the agricultural operations on or ownership of the property occur that have the potential to significantly impact the conservation values or purpose of the acquisition. The grantee and landowner must obtain an updated plan from qualified planner or resource conservation district in the event of such changes.

The grantee must report the landowner's implementation of the plan and any changes in the agricultural operation or ownership that have the potential to impact the conservation values or purpose from the previous year on its annual monitoring report. If the landowner is not complying with the plan, the grantee must identify how compliance will be achieved. If a change in operations or ownership that has the potential to impact the conservation values or purpose is reported, the grantee must instruct the landowner to update the conservation management plan. If, at the time of the next annual monitoring report, the landowner has not obtained an updated plan (and it is not due to inaction by the Department), then the landowner is in violation of the provisions of the deed and the grantee is responsible for bringing the landowner into compliance.

## Conservation Management Plans

At a minimum, the conservation management plan must:

- A. Identify and describe the qualifications of the individual(s) who prepared the plan, including the individual's name, organization, title, and contact information.
- B. Describe the procedure for monitoring and reporting the implementation of the plan in accordance with these Guidelines, as well as the process for reviewing and updating the plan as required.
- C. Include a description of the property's conservation values and conservation purpose as identified in the grant agreement, grant deed, or other project documents. The plan should also describe the activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired. Examples of such activities may include:
  - Landowner's membership or involvement in local agricultural or natural resource conservation organizations
  - Implementation of agricultural conservation, planning, or efficiency programs, such as EQIP, SWEEP, or CAPGP
  - Actions taken to mitigate the effects of drought, flood, wildfire, or other natural disasters
  - A farm or ranch succession plan
- D. Include a description of the current farm or ranch management system. The plan should provide detailed information about existing farm or ranch operations that may include descriptions of the following (as applicable):
  - Irrigation systems and water use
  - Soil health and erosion control
  - Nutrient management
  - Crop selection and rotation
  - Weed, insect, and disease management
  - Stocking rates
  - Grazing patterns
  - Infrastructure maintenance
  - Public access

Other information may include a description of seasonal influences on farm or ranch operations, irrigation water right volumes needed to sustain agricultural activity on the property, invasive species control, and wildlife habitat management. The conservation management plan may incorporate or refer to information from baseline documentation reports, as appropriate.

- E. Identify required and recommended conservation or management practices that address the conservation values and conservation purpose for which the Acquisition was awarded, including practices to protect biodiversity and facilitate climate adaptation. The plan should describe specific management objectives or desired outcomes, and include a detailed description of the required or recommended practices designed to achieve the stated objectives or outcomes that may include specifics related to:

- Who will implement or assist in implementing the practice
- Any advanced planning, equipment, or permits that may be required
- Measurable or observable indicators or conditions that may influence management decisions
- Anticipated timelines for initiation and completion of required or recommended practices
- The area or location on the property impacted by the practice
- The scientific, cultural, or experiential basis for management decisions

The conservation management plan may incorporate, or cross-reference practices identified in other plans, such as an organic system plan for organic operations, USDA NRCS Conservation Plans, CDFA's Office of Environmental Farming and Innovations Planning Grants Program plans, a comprehensive nutrient management plan for animal feeding operations, or care of historic sites for easements with historical or archeological resources.

For easement acquisition projects that include a CFCP-funding management plan or carbon farm plan, the Department may require the inclusion of specific language in the agricultural conservation easement acknowledging the management plan or carbon farm plan and the requirements of this Appendix G.

- F. Identify additional or specific criteria associated with permissible and prohibited activities consistent with the terms of the deed. Not every conservation management plan will need to specify additional or specific criteria for deed terms; whether such criteria are required should be determined by the grantee based on the agricultural resources present on the property and the clarity of the deed restrictions.
- G. For projects that include forested lands as defined in PRC [4751](#), include language sufficient to meet the requirements outlined in that code section or provide evidence that a separate management plan exists that meets the requirements of that code section.

## Carbon Farm Plans

At a minimum, the carbon farm plan must:

- A. Assess the carbon sequestration and greenhouse gas emission reduction potential of the property.
- B. Include a description of the farm or ranch management system (See Part D for Conservation Management Plans, above).
- C. Describe recommended and required actions and activities to increase carbon sequestration and reduce greenhouse gas emissions based on the carbon assessment and consistent with the conservation purpose of the acquisition. The carbon farm plan may incorporate, or cross-reference practices identified in other plans, such as organic system plans for organic operations, USDA NRCS Conservation Plans, CDFA's Office of Environmental Farming and Innovations Planning Grants Program plans, and comprehensive nutrient management plans for animal feeding operations.