

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:

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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. 2025 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 2025 California Farmland Conservancy Program Solicitation in May 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>							
Current Total							
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
Totals	\$	\$

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.