San Diego County
Local Agency Formation Commission
Regional Service Planning | Subdivision of the State of California

7e

AGENDA REPORT
Business | Action

June 2, 2025

TO: Chair Whitburn and Commissioners

FROM: Keene Simonds, Executive Officer
Meghan Traynor, Analyst I

SUBJECT: **Authorization to Serve as Grant Co-Applicant with RCD of Greater San Diego | Proposed Partnership to Fund an Agricultural Liaison Position**

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider a resolution to serve as co-applicant with the Resource Conservation District (RCD) of Greater San Diego on a proposed agricultural conservation capacity grant of up to $250,000. The grant would be awarded by the California Department of Conservation through its Sustainable Agricultural Lands Conservation (SALC) Program. This proposal aligns with a key recommendation from the SALC 1.0 planning grant and incorporates feedback previously provided by Commissioners. Specifically, the grant would fund an agricultural liaison position to enhance the RCD's capacity to hold conservation easements and deliver outreach and technical assistance to local farmers. Staff recommends the Commission approve the attached resolution to apply for the proposed capacity grant and, if awarded, authorize the Executive Officer to enter into a memorandum of understanding (MOU) with the RCD of Greater San Diego to define roles, responsibilities, and deliverables.

BACKGROUND

Sustainable Agricultural Lands Conservation Program

The Sustainable Agricultural Lands Conservation (SALC) program was created in 2014 as a component of the California Strategic Growth Council and administered by the Department

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Vacant, General Public
Brigette Browning, Alt., General Public

of Conservation. The SALC program is primarily funded through the California Climate Investments, a statewide program that provides cap-and-trade funds through agricultural conservation acquisition and planning grants for programs intended to reduce greenhouse gas emissions. The principal goals of SALC are to:

- Protect at-risk agricultural lands from sprawl development to promote growth within existing jurisdictions, ensure open space remains available, and support a healthy agricultural economy; and

- Further the purpose of Assembly Bill No. 32 by avoiding increases in greenhouse gas emissions associated with the conversion of agricultural land to more greenhouse gas-intensive non-agricultural uses.

Previous SALC Grants Awarded to LAFCO

San Diego LAFCO has been previously awarded two SALC grants.

- SALC 1.0 – Agricultural Trends and Policy Recommendations
  In August 2020, San Diego LAFCO partnered with the RCD of Greater San Diego to submit a SALC planning grant application focused on identifying and tracking agricultural trends in San Diego County. The Commission authorized LAFCO to serve as the lead applicant, and a two-year grant in the full amount of $250,000 was awarded. Work commenced in June 2021 and concluded with a final report containing 10 recommendations in May 2023, including the creation of one or more agricultural liaison positions.

- SALC 2.0 – Market Analysis and Economic Bridging for Small Farms
  In September 2022, LAFCO partnered with the County of San Diego Planning and Development Services (PDS) to submit a second SALC planning grant application. This initiative aims to conduct a market analysis of existing and emerging crops - particularly among small farms - and to identify opportunities for government to help bridge related economic gaps. The Commission again authorized LAFCO as the lead applicant, and the full grant amount of $500,000 was awarded. Work began in June 2023 and is scheduled to continue through September 2025.

DISCUSSION

This item is for San Diego LAFCO to consider authorizing the Commission to serve as co-applicant with the RCD on a new SALC capacity grant. The grant is intended to fund an agricultural liaison position to expand the RCD's capacity to hold conservation easements and providing technical assistance and in doing so advance a key recommendation from SALC 1.0 and responding to Vice Chair Willis's request to support farmers through this role. Additional details regarding the proposed grant follows.

Proposed Application

San Diego LAFCO and RCD of Greater San Diego propose a two-tier application approach.

- Tier One involves LAFCO and RCD jointly applying for up to $100,000 to build RCD's foundational capacity to hold agricultural conservation easements - an essential function of the SALC capacity grant. Initial activities will include hiring an agricultural liaison tasked with developing conservation easement agreement templates, draft policies, and internal protocols. This phase is expected to be completed within the first 12 to 18 months of the three-year grant term and is designed to establish a strong operational framework for advancing to Tier Two.

- Tier Two involves LAFCO and RCD applying to expand the total grant award to $250,000. This would involve continued development of the agricultural liaison role, including outreach to farmers, cross-jurisdictional resource coordination, and identification of potential applicants for future SALC acquisition grants focused on conservation easements. Continuation of the position would be contingent upon securing this additional funding. Tier Two would require an additional grant application and subsequent approval by the Commission.

LAFCO and RCD agree to serve as joint project managers in grant implementation. RCD will consider approving their lead-applicant role at its June 11th meeting. The deadline to submit a complete proposal to the Department of Conservation is July 3, 2025.

ANALYSIS

The proposed capacity grant before San Diego LAFCO has been jointly developed with the RCD and underscores a shared commitment to supporting agriculture and the farming community in the region. Central to the grant is funding an agricultural liaison who will play a pivotal role in expanding the RCD's capacity to hold and manage conservation easements – an increasingly vital strategy for preserving agricultural lands. Beyond conservation work, the liaison will serve as a key point of contact for farmers, offering technical assistance and helping them access resources across jurisdictions. This effort directly advances a core recommendation from SALC 1.0 and the need for dedicated agricultural liaisons within local government—and responds to Vice Chair Willis's expressed interest in providing farmers with support and technical assistance. Further, investing in this position represents a forward-looking step toward establishing long-term agricultural land stewardship and farmer engagement, while also positioning the RCD to take on a more prominent leadership role in regional conservation efforts.

As part of this collaboration, and following grant approval, LAFCO is expected to take a lead role in developing the job description and leading recruitment efforts in partnership with the RCD. Once the liaison is in place, LAFCO will continue in a supportive capacity, assisting with:

- Developing conservation easement agreement templates, drafting policies, and internal protocols for the RCD.
- Facilitating discussions with jurisdictions to promote collaboration.
- Identifying potential applicants for conservation easements, in coordination with the County's PACE Program and California Farmlink.
- Supporting social media and public engagement efforts.
- Assisting with billing and administrative tasks, as needed.

RECOMMENDATION

It is recommended San Diego LAFCO authorize the Commission to serve as co-applicant with the RCD of Greater San Diego in submitting a new capacity grant with the Department of Conservation. This recommendation is consistent with Alternative One outlined below.

ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO and can be accomplished with a single-motion:

Alternative One (recommended):

(a) Adopt the attached draft resolution approving the Commission to serve as co-applicant with the RCD of Greater San Diego on a Department of Conservation SALC capacity grant in the amount of up to $100,000 and authorizing the RCD of Greater San Diego to sign the grant award should it be approved. Authorize the Executive Officer to make any technical or non-substantive edits as needed.

(b) Authorize the execution of a memorandum of understanding with the RCD of Greater San Diego subject to the review and approval of Commission Counsel.

Alternative Two:
Continue consideration to a special meeting ahead of the July 3, 2025 deadline to file a capacity grant application with the Department of Conservation.

Alternative Three:
Take no action.

(continued…)

PROCEDURES FOR CONSIDERATION

This item has been placed on San Diego LAFCO's agenda for action as part of the business calendar. The following procedures are recommended in the consideration of this item:

1) Receive verbal presentation from staff unless waived.
2) Invite any public testimony.
3) Proceed with Commission discussion and consider the staff recommendation.

On behalf of the Executive Officer,



Meghan Traynor
Analyst I

Attachments:

1) Draft Resolution to Apply for SALC Capacity Grant
2) SALC Capacity Grant Application Guidelines
3) SALC Capacity Grant Application Form

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RESOLUTION NO. _____

SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION

(1) AUTHORIZATION TO SERVE AS CO-APPLICANT WITH THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO FOR A PROPOSED AGRICULTURAL CONSERVATION CAPACITY GRANT AWARDED BY THE CALIFORNIA DEPARTMENT OF CONSERVATION; (2) CERTIFY ITS UNDERSTANDING OF THE ASSURANCES AND CERTIFICATION; (3) AUTHORIZE THE TEMPLATE GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF CONSERVATION; AND (4) AUTHORIZATIONTO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE RESOURCE CONSERVATION DISTRICT OF GREATER SAN DIEGO IF THE GRANT IS AWARDED

WHEREAS, The Sustainable Agricultural Lands Conservation (SALC) program was created in 2014 as a component of the California Strategic Growth Council and administered by the Department of Conservation;

WHEREAS, The SALC program is primarily funded through the California Climate Investments, a statewide program that provides cap-and-trade funds through agricultural conservation acquisition and planning grants for programs intended to reduce greenhouse gas emissions;

WHEREAS, SALC seeks to protect at-risk agricultural lands from sprawl development to promote growth within existing jurisdictions, ensure open space remains available, and support a healthy agricultural economy;

WHEREAS, SALC furthers the purposes of Assembly Bill 32 by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to more greenhouse gas-intensive nonagricultural uses;

WHEREAS, the California Department of Conservation requires the applicant to (1) authorize the application, (2) certify its understanding of the assurances and certification it provides in the application, (3) authorize the template grant agreement with the California Department of Conservation, and (4) authorize a memorandum of understanding with the Resource Conservation District (RCD) of Greater San Diego if the grant is awarded.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

1. The Commission understands the assurances and certification in the Sustainable Agricultural Lands Conservation Program agricultural conservation capacity grant application outlined in Exhibit A-1.

2. The Commission authorizes San Diego LAFCO to submit an application for the Sustainable Agricultural Lands Conservation Program agricultural conservation capacity grant.

3. If awarded the grant, the Commission authorizes San Diego LAFCO to enter into a grant agreement with the Department of Conservation for the project and agrees to the

template included in Exhibit A-1, to accept the grant funding award and to, execute and submit all documents including, but not limited to, applications, payment requests, and so on which may be necessary for the development of the planned grant, and to enter into a memorandum of understanding with the RCD of Greater San Diego.

4. The Commission authorizes a memorandum of understanding with the RCD of Greater San Diego if the grant is awarded and the designation of the RCD of Greater San Diego as agent to accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, payment requests, and so on if the project is awarded funding.

5. The Commission authorized the Executive Officer to make non-substantive corrections to the grant agreement with the Department of Conservation to address any technical defects, errors, irregulates, or omissions.

6. The Executive Officer is hereby authorized and directed to transmit copies of this resolution as provided in Sections 56880-56882 of the Government Code.

**

PASSED AND ADOPTED by the Commission on June 2, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

**

ATTEST:

_____
Keene Simonds
Executive Officer

EXHIBIT A-1
TEMPLATE GRANT AGREEMENT

State of California - Department of Conservation GRANT AGREEMENT NUMBER:
GRANT AGREEMENT DOC6
(Revised 05/23) FI$Cal NUMBER:

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").

2. The Grant Agreement Term is: From through
(Or upon execution of this Grant Agreement by both parties, whichever is later)

3. The maximum amount of this Grant Agreement is: $

4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:

Exhibit A, Scope of Work	3 Pages
Attachment 1: Authorized Signatory Form	1 Page
Attachment 2: Work Plan	Page
Attachment 3: Final Report Template	1 Pages
Exhibit B, Budget Detail and Payment Provisions	3 Pages
Attachment 4: Budget Detail Worksheet	Page
Attachment 5: Invoice Template	2 Pages
Exhibit C, General Terms and Conditions	3 Pages
Exhibit D, Special Terms and Conditions	6 Pages
Exhibit E, Award Letter	Pages
Exhibit F, Guidelines	120 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. Agricultural Conservation Capacity and Project Development Grants

CARB encourages programs that utilize California Climate Investments dollars to provide program-specific technical assistance to potential applicants in order to assist them in developing projects and preparing and submitting applications. Additional investments are needed to help stakeholders develop and complete projects at the pace and scale required to meet the State's goal of conserving thirty percent of California's land by 2030.

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

The Department released the final Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on [Date] (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and the Department awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Grant Agreement.

3. Authorized Signers

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

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

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

4. Project Representatives

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

<u>Department</u>

Name:
Title: Grant Manager*

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:

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

5. Grantee Responsibilities

Grantee is responsible for:

A. Using grant funds only as intended for the Project.
B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 4), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 8.
C. Submitting invoices for reimbursement using the Invoice Template (Attachment 5), including any supporting documents.
D. Submitting a final report with the last invoice, using the Final Report Template (Attachment 3).
E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records

and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

6. Document Submission

A. Electronic Mail

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

B. Mail Service/Courier Service

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

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
715 P Street, MS 1904, Sacramento
Sacramento, CA 95814

7. Reporting Requirements

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

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

Attachment 1: Authorized Signatory Form

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

Grantee Authorized Signatory:

Name: **Title:**

Signature: **Date:**

Email:

Delegated Authorized Signatories:

1. **Name:** **Title:**

   Signature: **Date:**

   Email:

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

2. **Name:** **Title:**

   Signature: **Date:**

   Email:

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

Attachment 2: Work Plan

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

Attachment 3: Final Report Template

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

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.

2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

3. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.

4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.

5. Attach any relevant documents to this report. If the documents cannot be sent electronically, notify the Grant Manager.

I certify that this Final Report is accurate and that this project complies with the 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:**

Exhibit B, Budget Detail and Payment Provisions

1. Payment

A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).
C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
E. For cost principles, see Exhibit B, Section 5.

2. How to Submit Invoices

A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager for work performed.
C. A request for payment shall consist of:
    i. The Invoice (Attachment 5) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
    ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 4).
    iii. Supporting documentation for reimbursement of funds.
D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).
E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.

4. Budget Contingency Clause

A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

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

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

A. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in the Guidelines (Exhibit F).
B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 4) and are tied to tasks and deliverables in the Work Plan (Attachment 2).
D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

7. Budget Modifications

A. Grantee must keep the Budget Detail Worksheet up to date.
B. Changes up to twenty percent (20%) of the total grant award between tasks and budget line items 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%) of the total grant award between tasks 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:
    a. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
    b. Changes to project representatives, see Exhibit A, Section 4.
    c. Changes to the Budget Detail Worksheet of up to twenty percent (20%) of the total grant award between tasks, see Exhibit B, Section 7.

B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.

C. Request for amendments must:
    i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
    ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
    iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
    iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4: Budget Detail Worksheet

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

Attachment 5: Invoice Template

Date:

California Department of Conservation
Division of Land Resource Protection
Attn: [grant manager]
[Grant Manager Email Address]
Cc: DLRPInvoices@conservation.ca.gov

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	Other Expenses	Total
Consultant						
Staff						
Other Expenses						
Indirect Costs						
Current Total						
Cumulative Total						
Allocated Total						

Work Plan Task #	**Description of Work Completed**
1	*Please refer to specific deliverables in the Budget and Work Plan.*
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 payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name: Print Title:

Signature: Date:

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 all signatures have been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7 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 four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender

expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

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

2. Subcontractors

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

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

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

5. Dispute Resolution

A. Invoice Disputes

i. In the event of an invoice dispute, the Grant Manager will notify Grantee by email within fifteen (15) 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:
   a. The Grant Agreement Number
   b. A complete description of the basis for the dispute
   c. Legal authority or pertinent facts, supporting arguments and documentation
   d. Action requested for resolution

   The "Notice of Dispute" shall be sent to:

Keali'i Bright, Division Director
Kealii.Bright@conservation.ca.gov
CC: DLRPinvoices@conservation.ca.gov

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:
    a. The decision made
    b. An explanation for the decision
    c. Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

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

7. Waiver of Rights

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

8. Insurance Requirements

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

ii. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.
iii. Motor vehicle liability insurance in an amount not less than $500,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.

C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.
G. Insurance requirements may be modified, reduced, or waived at the discretion of the Department based on an evaluation of the Grantee's organizational structure and/or the activities proposed under the Scope of Work. Reasons for modifications, reductions, or waivers include but are not limited to:
    i. Commercial general liability Insurance requirements may be reduced or waived for activities that do not involve field work, site visits, surveying, or travel.
    ii. Workers' Compensation insurance may be reduced or waived for Grantees with fewer than two employees, or Grantees who primarily operate through use of independent contractors.
    iii. Motor Vehicle Liability insurance may be reduced or waived for Grants that do not require field work, site visits, surveying, travel, or similar activities.
    iv. The insurance requirements may be waived where the Grant Award will be used to purchase insurance. After acquiring insurance using the Grant Award, Grantees must comply with Sections E and F above and submit proof insurance within thirty (30) days of the acquisition.

9. Stop Work

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

10. Publicity

Attribution

Grantee agrees that it will use Strategic Growth Council (SGC), California Climate Investments (CCI), and Department of Conservation (Department) names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the grant. Sustainable Agricultural Lands Conservation Program (SALC) staff will provide SGC, CCI, and Department logo files and guidance on their usage directly to grant recipients.

Any informational materials that include at least a paragraph of text should include the boilerplate language below.

"In collaboration with the Department of Conservation, the California Strategic Growth Council supported [Project name or type] with a grant through the Sustainable Agricultural Lands Conservation Program. The Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."

Promotional materials that are primarily visual in nature, such as banners, signs, certain flyers, and graphics for social media may not have room for the boilerplate language above. In such cases, grantees should instead include the official logos of SGC, CCI, and Department.

News Media

After the Strategic Growth Council votes at their public meeting to approve the recommended awardees, awardees may distribute press releases announcing their grants.

Grantees are encouraged to notify the news media of major milestones throughout the lifecycle of the grant, ensuring Grantee obtains Department and SGC's approval of press releases before publishing them. Please submit all such press releases to the assigned SALC grant manager at least two weeks before

publishing them. This way, the Department and SGC communications staff can not only approve the press release but also insert quotes from State leadership.

SGC and the Department must be invited to participate in any press conferences related to the grant by emailing the assigned SALC grant manager.

Grantees must identify a contact for all press inquiries and communications needs related to the project and provide their name, phone number, and email address to the SALC grant manager.

Social Media

Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the California Strategic Growth Council, California Climate Investments, and Department of Conservation should be tagged in all posts related to activities under this Grant Agreement.

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

11. Drug-Free Workplace Certification

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

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

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

12. Americans with Disabilities Act

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

13. Air/Water Pollution Violation Certification

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

14. Payee Data Record Form - STD 204

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

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

Section 2: Agricultural Conservation Capacity and Project Development Grants

CARB encourages programs that utilize California Climate Investments dollars to provide program-specific technical assistance to potential applicants in order to assist them in developing projects and preparing and submitting applications. Additional investments are needed to help stakeholders build capacity to be able to develop and complete projects at the pace and scale required to meet the State's goal of conserving thirty percent of California's land by 2030.

Funding

The Strategic Growth Council may award approximately 5% of available funds for agricultural conservation acquisition capacity and project development grants ("capacity grants").

Capacity grants will be awarded as follows:

- Tier 1: Grants of up to $100,000 are available to applicants to build organizational and financial capacity to develop agricultural conservation acquisition projects.
- Tier 2: Grants of up to $250,000 are available to applicants to expand existing organizational capacity to develop agricultural conservation acquisition projects and develop agricultural acquisition projects. These grants are available to applicants who can demonstrate the organizational and fiscal capacity to complete the work outlined in their work plan.

Tier 1 applicants may request an increase in funding up to a total grant award of $250,000 during their grant term if they can demonstrate the organizational and fiscal capacity to administer additional funds within their remaining grant term. Award increases shall be prorated based on the remaining grant term, shall be at the discretion of the Executive Director of SGC, and may only be made if funding is available.

To demonstrate organizational capacity, Tier 2 applicants and Tier 1 grantees requesting an increase in their award must:

- Have a board, council, and/or management structure that provides oversight over staff work
- Have access to and utilize relevant tools and resources to track projects and the expenditure of grant funds, such as grant management software or spreadsheets, financial tracking systems, geographic information systems, etc.

- Have professional staff within the applicant's employ who have the knowledge and expertise to successfully develop conservation acquisition projects
- Where non-profit applicants intend to be the easement or fee title holder of the acquired property, be accredited by the Land Trust Accreditation Commission, or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement, as relevant
- Have or adopt a staff time-keeping system with the capacity to generate reports that break time down by grant task and by person
- Have staff or a contractor sufficiently skilled to track project financials in a way that allows for efficient and accurate invoice submission
- Have acquired adequate general liability, automotive, and workman's compensation insurance.

Tier 2 applicants must provide the following to demonstrate fiscal capacity to administer a grant:

- A copy of the most recent financial audit (if an audit is not available, a copy of the organization's recent financial statements).

Tribal Applicants (Tier 1 and Tier 2)

The prior requirements to demonstrate organizational and fiscal capacity to be eligible for a Tier 2 award or increase to a Tier 1 award may not apply to Tribal applicants. The Department will confer with tribal applicants to identify the most appropriate means for the individual Federally recognized or non-Federally recognized California Native American tribe to demonstrate eligibility.

Grant Term
Capacity grants will be awarded for an initial term of three years.

Eligible Applicants
Cities, counties, non-profit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and Federally recognized California Native American tribes or non-Federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission, are eligible to apply for capacity funding.

Where a California Native American tribe applies for grant funds under a tribal non-profit (where the board is majority tribal-led and the application includes a signed authorization from the tribal chairperson), such applicants will not be subject to the requirements of non-profit applicants. The tribal non-profit must, however, hold 501(c)3 status and have the preservation, protection, or

enhancement of land for its agricultural use or for its natural, scenic, historical, forested, or open-space condition or use for cultural purposes among their stated purposes.

In cases where tribal-serving non-profits, as defined within the Glossary (Appendix L), are working in partnership with a California Native American Tribe or tribal non-profit, they must have the preservation, protection, or enhancement of land for its natural, scenic, historical, forested, or open-space condition or use for cultural purposes among their stated purposes. Tribal-serving non-profits that are not partnered with a California Native American Tribe must have the preservation, protection, or enhancement of land for its agricultural use among their stated purposes.

All other non-profit applicants for Tier 2 funding must have the conservation of agriculture, rangeland, or farmland among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies.

Non-profit applicants that do not have the necessary language among their stated purposes or adopted policies are eligible for Tier 1 funding on the condition that they use a portion of their funding, if awarded, to incorporate the relevant purposes into their stated purposes or adopted policies. Non-profit applicants must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and be qualified to do business in the state.

Applicants with active SALC Capacity grants are not eligible for funding unless the current grant is closed out before the application due date.

Eligible Activities

SALC capacity grants will be provided to: 1) build organizational and financial capacity to develop agricultural conservation acquisition projects, 2) assist eligible applicants in developing agricultural conservation easement and fee acquisition projects in preparation for submitting such projects for acquisition funding in future rounds, and 3) provide funds to cover associated costs to help close agricultural conservation acquisition projects where the cost of the acquisition is covered by an alternate source of funding.

SALC capacity grants may be provided to Federally recognized or non-Federally recognized California Native American tribes to develop a new 501(c)3 organization, like a tribal land trust, that will partner with them to meet the goals of SALC.

Agricultural conservation acquisition project(s) developed, or projects for which associated costs are funded using capacity dollars, should substantially meet the Eligibility Criteria listed in Section 3 (Agricultural Conservation Acquisition Grants) of these Guidelines, based on a preliminary review by the SALC staff, to

be considered for funding. Grantees will be required to complete a Capacity Project Development Eligibility Checklist for DOC review and approval prior to incurring hard costs such as title reports, market analysis, and costs related to application development.

Eligible and Ineligible Costs

Direct Costs

Direct costs incurred to develop agricultural conservation acquisition projects are eligible for reimbursement.

Eligible direct costs are:

- Fully burdened applicant staff/subcontractor time for:
    - landowner outreach
    - engagement with stakeholders and partners in activities directly related to the proposed project
    - title work
    - project mapping
    - acquisition negotiations
- SALC acquisition grant application preparation
- Baseline documentation
- Technical and legal consulting
- One market analysis or restricted use appraisal per project
- Preliminary title reports
- Escrow closing costs
- One appraisal per project where the cost of the acquisition is paid for by a funding source other than SALC. This must be the appraisal that establishes the acquisition value used to complete the transaction.
- Translation and interpretation services
- Technical or virtual meeting software, subscriptions, or applications other than basic word processing programs
- Staff/subcontractor time to develop, prepare, or update organizational documents, processes, and/or tools for the efficient tracking and development of agricultural conservation acquisitions, if those documents, processes, and/or systems do not exist at the time the project is funded
- Consultant costs, subject to grant manager approval

Costs subject to Department review and approval are:

- Mineral remoteness evaluations
- Environmental site assessments
- Property boundary surveys

- Building envelope surveys

To the extent that such activities are directly related to developing and completing agricultural conservation acquisition projects, applicants are encouraged to utilize funding to:

- Collaborate and participate in knowledge sharing with partners
- Engage diverse populations, particularly members of severely disadvantaged communities, socially disadvantaged farmers, and ranchers, and tribal communities, to increase awareness within those communities about specific programs and opportunities
- Implement or expand the use of multilingual and culturally appropriate materials in communications and educational strategies related to the proposal.

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

Travel costs

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

- Accommodation-related travel costs: Maximum reimbursement rates based on county as shown here: https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203 in the section titled "Short-Term Lodging Reimbursement Rates, with no option for approval of an "excess lodging rate."
- Rental car costs or personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: https://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 execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
- No other travel-related costs will be reimbursed through this grant program.

Education and training costs

Up to ten (10%) of the grant award may be used to cover direct costs to attend trainings or meetings to improve the applicant's skill, efficiency, or expertise in agricultural land conservation in order to complete the proposed project. All education and training costs are subject to review and approval by the Department.

Indirect costs

Indirect costs are limited to the applicant's federally negotiated indirect cost rate. If no federally negotiated indirect cost rate is available, indirect costs may account for no more than twenty percent (20%) of the total grant award and may include those costs incurred by the grantee to administer the grant, such as:

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

If the expense benefits two or more grants, the costs must be allocated based on proportional benefit or reasonable basis.

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

- Cost allocation plan
- Cost justification
- Current federally approved NICRA
- Other supporting documentation as requested by SALC staff

SALC will require justification for indirect costs billed with each invoice.

Ineligible associated costs are:

- Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)
- Costs associated with community or publicity events which are unrelated to specific project work products as outlined in the Work Plan (see Attachment 2 of the Grant Agreement)
- Per Diems
- Expenses for publicity

- Bonus payments of any kind
- Interest expenses
- Damage judgments 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
- Real estate brokerage fees and/or expenses
- Legal defense funds
- Associated costs for acquisitions awarded funding under the Acquisitions component of SALC
- Costs associated with fundraising, stewardship, or legal defense funds

Eligibility and Selection Criteria for Capacity Grants
The information submitted in the application (Appendix A) will be evaluated by reviewers and should demonstrate how effectively the proposal will meet the SALC Program Goals and objectives.

Applications must meet all Eligibility Criteria to be considered for funding. Applications that meet all of the Eligibility Criteria are then evaluated based on how well the proposal meets the SALC Program Goals and objectives, as evidenced through their Selection Criteria scores.

In determining which applications to fund, the State may also consider factors including, but not limited to, geographic distribution of funds, the urgency of the project, and the Administration's priorities. All proposals that meet the Eligibility Criteria are evaluated relative to the pool of applications received this Round.

All proposals will be reviewed using the following Eligibility Criteria and Selection Criteria:

Eligibility Criteria

- The applicant is an Eligible Applicant as defined on Page 15.
- The proposal is for an eligible activity.
- The proposal demonstrates that the requested funding will increase the applicant's capacity to initiate and conduct agricultural land conservation activities.

Selection Criteria

Total selection criteria points available out of 100.

- **Program Goals** (35 points): The extent to which the proposal meets the Program Goals.

- **Equity** (30 points): The extent to which the proposal will advance equity and opportunity by providing meaningful benefits to a priority population or increasing new, Veteran, or Native American farmer or rancher access or Tribal access to State funding for agricultural conservation acquisitions.
- **Sustainability** (20 points): The extent to which the application demonstrates that increased organization capacity to develop projects will be sustained after the life of the grant.
- **Budget** (15 points): The costs described in the Budget are eligible and are reasonable costs likely to be incurred to implement the proposal.

Capacity Grant Application Review Process

SALC Program staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in submitting an application.

Application Review

All applications received by the Department will be evaluated based on the materials provided as of the application deadline, as well as a review of publicly available information as reasonable to verify the provided information. Applicants interested in receiving technical assistance prior to submission of an application may contact the Department with questions. Applications will be reviewed for completeness, whether they meet all the Eligibility Criteria, and the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Capacity applicants may be asked to participate in an interview during the application review process to discuss proposal materials with Department staff.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, SALC staff will review applications and recommendations with DOC management and an advisory group that includes Strategic Growth Council staff. Final award recommendations will be approved by the Strategic Growth Council at a public meeting.

A summary of each application, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Council makes project awards. The Council determines the final awards and will announce these awards at a public meeting. Applicants will be formally notified of the Council's decision via a decision letter following the meeting at which the awards are announced. If an application is deemed ineligible, the applicant will be notified by formal letter from the Program Manager prior to the Council meeting. Applicants that intend to seek SALC

Program Acquisition funding for projects developed under a SALC Capacity Grant are encouraged to read the General Information Regarding Agricultural Conservation Acquisition Requirements found in Section 3 of these Guidelines prior to preparing their Application. All SALC funded Acquisitions are subject to these Requirements. Please see the Program's webpage for forms and supporting material.

Capacity Application Components

All items are required unless otherwise noted:

- Grant Application Checklist
- Grant Application Cover Sheet
- Executive Summary (1/2-page maximum)
- Narrative Questions
- Applicant Resolution of Support
- Work Plan
- Budget
- Documentation of Organizational Eligibility
- Maps of proposed project boundary(ies), if applicable
- Priority Population Benefits Assessment Tool (if applying for priority population status)
- Documentation of Organizational Capacity (Tier 2 funding applications only)

Documentation of organization eligibility is the same as for agricultural conservation acquisition grants (see Section 3). Applicants may certify that the most current versions of their eligibility documents are on file with the Department in lieu of submitting the documents themselves.

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Agricultural Conservation Capacity and Project Development Grant Application

Applying

This is the application form for Agricultural Conservation Capacity and Project Development (Capacity) Grants under the Sustainable Agricultural Lands Conservation Program Guidelines (Guidelines). The Guidelines detail the background and eligibility requirements for funding. Applicants should familiarize themselves with the Guidelines prior to completing this grant application and refer to them for questions regarding this form. SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying.

Grant Application Submission

Please use the Grant Application Checklist to ensure that all necessary materials are submitted. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State. Early consultation with SALC staff regarding proposed projects is strongly encouraged to achieve the most efficient review process possible. The application process and requirements for Capacity grants is detailed in Section 2 of the Guidelines. Refer to the Notice of Funding Availability (NOFA) for critical dates and instructions on how to apply.

Capacity and Project Development Grant Application Checklist

REQUIRED COMPONENTS

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

- ☐ Application Cover Sheet
- ☐ Executive Summary (1/2-page maximum)
- ☐ Narrative Questions
- ☐ Applicant Resolution of Support
- ☐ Work Plan
- ☐ Budget
- ☐ Documentation of Organizational Eligibility
- ☐ Project Boundary Maps, if applicable
- ☐ Priority Population Benefits Assessment Tool *(if applying for priority population status)*
- ☐ Documentation of Organizational Capacity *(Tier 2 funding applications only)*
- ☐ Documentation of Fiscal Capacity *(Tier 2 funding applications only)*

Capacity 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):
State Assembly District:
State Senate District:
Project Activities:
Priority Population Status: ☐ **Y** ☐ **N** *[If yes, attach Priority Population Benefits Assessment Tool]*

Project Funding

Requested Funding Tier: ☐ **Tier 1** ☐ **Tier 2**
A: SALC Request Amount: *[Maximum is $100,000 for Tier 1 and $250,000 for Tier 2]*
B: Match Amount:
Total Estimated Project Cost (A+B):
Matching Funds Source: *[i.e., NRCS-ACEP, WCB-CAPP, etc.]*
Does all or a portion of the match come from another California Climate Investments Program?: ☐ **Y** ☐ **N**
If yes, List:

Applicant Information

Applicant:
Federal Employer ID Number:
Mailing Address:
Contact Person:
Title:
Phone Number:
Email Address:

Has the applicant received capacity funding from the Department of Conservation previously?: ☐ **Y** ☐ **N**
If yes, when?:

Executive Summary

This section (**1/2-page** maximum), will provide a brief overview of:

- A brief description of the proposed work
- How funding will meet an organizational need
- If applicable, any participating collaborators or partners and what role they will play
- Any critical deadlines.

Narrative Questions

Note to applicant: Do not delete any questions, even if they are not relevant to your application.

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

1. Describe the proposed project. How will the funding be used to do one or more of the following:
    a. build organizational and financial capacity to develop agricultural conservation acquisition projects?
    b. develop agricultural conservation easement and fee acquisition projects in preparation for submitting such projects for acquisition funding in future rounds?
    c. cover associated costs to help close agricultural conservation acquisition projects where the cost of the acquisition is covered by an alternate source of funding?
2. How will the funding increase the applicant's capacity to initiate and conduct agricultural land conservation activities?
3. Describe how the project meets one or more of the following program goals:
    a. contributes to carbon neutrality
    b. supports sustainable land management
    c. supports coordinated land use planning
    d. builds climate resilience
    e. reduces risk from extreme climate events
    f. contributes to the State's effort to combat climate change
    g. safeguards the State's economic sustainability and food security

h. protects biodiversity

4. Describe how the project will advance equity and opportunity by either providing meaningful benefits to a priority population, increasing new or Veteran farmer or rancher access, and/or Tribal access to State funding for agricultural conservation acquisitions. For applicants that provide meaningful benefits to a priority population, submit a completed copy of the Priority Population Benefits Assessment Tool for Technical Assistance and Capacity Building and relevant supplemental documentation to support your claim.
5. How will the project's outcomes be implemented and made durable beyond the life of the grant? Over what period will outcomes remain effective?

Tier 1 Applicants only

6. Describe your organization's experience developing and implementing similar projects. Describe any internal resources and capacity available to complete the proposed work, including any professional staff qualified to develop and successfully implement the proposed project. If your organization lacks the resources or capacity to complete the proposed project, describe your plan to acquire the expertise necessary to complete the proposed work.

Tier 2 Applicants only

7. Describe your organization's board, council, and/or management structure and explain how this structure provides oversight over staff work.
8. Describe your organization's ability to track the following:
    a. projects and the expenditure of grant funds (e.g., grant management software, spreadsheets, financial tracking systems, geographic information systems, etc.)?
    b. staff time, including the ability to generate reports that break time down by grant and person?
    c. project financials in a way that allows for efficient and accurate invoice submission?
9. Does your organization have professional staff within its employ who have the knowledge and expertise to successfully develop conservation acquisition projects? If so, provide a brief overview of relevant staff's knowledge and expertise.
10. Describe your organization's experience developing and implementing similar projects.

Applicant Resolution of Support

Applicants must submit a signed Resolution of Support adopted by the entity's governing body that evidences authority to submit the application and, if awarded funding, to enter into and perform under the terms of the template Grant Agreement (Appendix B).

The resolution must:

- Authorize the submittal of the grant application for a Sustainable Agricultural Lands Conservation Program agricultural conservation capacity grant.
- Certify that the Applicant understands the assurances and certification in the application,
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, payment requests, and so on if the project is awarded funding.

Work Plan

Applicants must provide a detailed work plan that specifies the tasks, subtasks, and performance measures that will be performed during the grant term. The schedule should be of sufficient detail to allow assessment of the progress through the work plan at regular intervals. The work plan template can be found on the SALC website. 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		

Budget

Applicants must provide a budget broken down by cost type and by task. Cost estimates should be consistent with the work plan. All costs must be eligible. If awarded funding, this budget will be incorporated into the Grant Agreement. The budget template can be found on the SALC 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**
Task 1 [Task Name]					
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
Task 2 [Task Name]					
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
Task 3 [Task Name]					
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
Task 4 [Task Name]					
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
Other Expenses					
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
Grand Total			**$0**	**$0**	**$0**
TABLE 2: RATES DETAIL					
Title	**Rate ($/hour)**	**Notes**			
Staff Rates		***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				
Consultant	**Total amount not to exceed that which is listed in this budget component of the grant agreement.*				

Documentation of 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 non-profit organization; and,
- Adopted policy that details the organization's goals and purposes, including the organization's commitment to conservation of agriculture, rangeland, farmland, or tribal preservation, protection, or enhancement of land for its agricultural use or for its natural, scenic, historical, 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.

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
- ☐ Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, farmland or tribal preservation, protection, or enhancement of land for its agricultural use or for its natural, scenic, historical, forested, or open-space condition or use among their stated purposes *(if different from above)*
- ☐ Copy of relevant statute *(governmental applicants only)*

Project Boundary Maps *(if applicable)*

Applicants must submit legible PDF maps of project boundaries, or general areas for projects they intend to develop using this funding, if applicable.

Priority Population (AB 1550) Benefits Assessment Tool

Applicants interested in being considered for priority population status must complete the Priority Population Benefits Assessment Tool for Technical Assistance and Capacity Building. This information will be used to help the grantee determine whether the project meets an important community or household need and provides direct, meaningful, and assured benefits to a priority population, should the project be funded.

Documentation of Organizational Capacity *(Tier 2 applicants only)*

Tier 2 applicants and proposed interest holders must provide proof of organizational capacity to acquire and steward conservation acquisitions for their agricultural conservation values as part of their application. Applicants may meet this requirement by:

- Providing proof of LTAC accreditation; or,
- Providing copies of the following documents, as relevant:
  - Conflict of Interest Policy
  - Easement Amendment Policy
  - Monitoring Policy
  - Stewardship Endowment Policy
  - Easement Enforcement Policy

Applicants and proposed interest holders that have submitted documentation of organizational capacity 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.

<u>Documentation of Organizational Capacity</u>

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

☐ Proof of Land Trust Accreditation Commission Accreditation **<u>OR</u>**

Copies of all policies listed below:

☐ Easement Amendment Policy

- ☐ Monitoring Policy
- ☐ Conflict of Interest Policy
- ☐ Easement Enforcement Policy
- ☐ Stewardship Endowment Policy

Documentation of Fiscal Capacity *(Tier 2 applicants only)*

Tier 2 applicants must attach the following to demonstrate fiscal capacity to administer a grant:

- A copy of the most recent financial audit (if an audit is not available, a copy of the organization's recent financial statements).

The Department will confer with Tribal applicants to identify the most appropriate means for the individual Federally recognized or non-Federally recognized California Native American tribe to demonstrate eligibility.

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