

**California Department of Conservation
Solicitation Notice and Application for:
2022 California Farmland Conservancy
Program Agricultural Conservation
Easement and Land Improvement Projects
Grants**

Final

October 2022



Contacts

For questions about this solicitation, please contact the Department by email at cfcpc@conservation.ca.gov.

Table of Contents

At-A-Glance.....	1
Section 1: Introduction and Program Summary.....	2
Background	2
Funding Availability	2
Program Goals.....	2
Severely Disadvantaged Communities and Socially Disadvantaged Farmers and Ranchers	3
Publicity	4
Confidentiality.....	4
Nondiscrimination.....	4
Section 2: Eligible Applicants and Project Types	5
Eligible Applicants	5
Eligible Projects	5
Eligible Costs.....	6
Easement Associated Costs	7
Land Improvement Costs	7
Ineligible Costs	8
Match Funding	8
Easement:.....	9
Land Improvement:.....	9
Section 3: Application, Selection, and Award.....	10
Application Materials and Submission	10
Application Review Process	10
Site Visit	10
Determination Timeline	10
Disapproval of Application.....	10
Initial Screening – Pre-proposals Required.....	11
Eligibility Criteria	11
Easement Eligibility Criteria	11
Land improvement Eligibility Criteria	12
Selection Criteria	12
Easement selection criteria	12
Land Improvement Selection Criteria	14
Grant Awards and Execution.....	15
Section 4: Grant Approval and Implementation.....	16
Grant Awards.....	16
Grant Agreements	16
Responsibility of the Grantee	16
Invoicing and Reimbursement.....	17
Reimbursement	17
Loss of Funding.....	17
State Audits	17
Accounting Requirements	17
Section 5: General Requirements.....	19
California Conservation Corps.....	19

Conflict of Interest	19
Compliance with Laws	19
Environmental Compliance	19
Prevailing Wage	20
Additional Easement Details	20
Minimum Conditions of Funding	20
Mortgage and Lien Subordination	20
Due Diligence	21
Easement Terms and Conditions	21
Use-Based IRS Deductions	23
Appraisals	23
Written Notification to Planning Directors (Easements Only)	24
Monitoring and Reporting	25
<i>Appendix A: Environmental Compliance.....</i>	<i>26</i>
<i>Appendix B: Easement Pre-proposal.....</i>	<i>28</i>
<i>Appendix C: Land Improvements Pre-proposal</i>	<i>38</i>
<i>Appendix D: Easement Grant Application.....</i>	<i>44</i>
<i>Appendix E: Land Improvements Grant Application.....</i>	<i>54</i>
<i>Appendix F: Grant Agreement Template.....</i>	<i>63</i>
<i>Appendix G: Management Plan and Carbon Farm Plan Contents</i>	<i>92</i>

At-A-Glance

Program

This 2022 solicitation for the California Farmland Conservancy Program ("solicitation") is designed to provide the information necessary for applicants to successfully complete a grant application, and to contribute to the Department's mission to balance today's needs with tomorrow's challenges and foster intelligent, sustainable, and efficient use of California's energy, land, and mineral resources.

Funding Source

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

Critical Dates (proposed, subject to change)

Solicitation released—October 17, 2022

Pre-proposals due—November 25, 2022

Applications due—January 6, 2023

Awards announced—March 3, 2023

Grant agreements returned from awardees—March 2023

Contact for Questions

Department of Conservation
Division of Land Resource Protection
California Farmland Conservancy Program
cfcf@conservation.ca.gov

Section 1: Introduction and Program Summary

Background

The Department of Conservation's (Department) longest-running program, the California Farmland Conservancy Program (CFCP), provides grants to local governments and qualified nonprofit organizations for the voluntary acquisition of conservation easements and restoration of and improvements to agricultural land. CFCP was created in 1995 and is contained within Division 10.2 of the Public Resources Code (PRC) (Sections 10200 to 10264) and the Revenue and Taxation Code (Sections 421.5 and 422.5). Related regulations are located in the California Code of Regulations, Title 14, Division 2, Chapter 6, Sections 3000 through 3015. For proposed projects within the coastal zone (as defined in Section 30103 of the PRC), CFCP works in consultation with the State Coastal Conservancy (PRC §10225).

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

Funding Availability

This solicitation is funded by the Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40); and, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68).

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

Program Goals

The goals of the California Farmland Conservancy Program are to:

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

- Support climate adaptation and resilience via agricultural lands conservation.

Severely Disadvantaged Communities and Socially Disadvantaged Farmers and Ranchers

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

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

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

Further, in addition to the selection criteria that provide points to proposals that are determined to serve severely disadvantaged communities or disadvantaged communities, the Department may prioritize funding for proposals that are determined to serve severely disadvantaged communities.

Per Public Resources Code Section 80002(e), a "disadvantaged community" means a community with a median household income of less than 80 percent of the statewide average."

Per Public Resources Code Section 80002(n), a "severely disadvantaged community" means a community with a median household income of less than 60 percent of the statewide average."

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

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

Publicity

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

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

Confidentiality

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

Nondiscrimination

Consistent with Article I, Section 31 (a) of the California Constitution, the State of California and its programs shall not discriminate against, nor grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

Section 2: Eligible Applicants and Project Types

Eligible Applicants

The following entities are eligible to apply for funding:

- Tax-exempt nonprofit organizations qualified under Section 501 (c)(3) of the Internal Revenue Code and qualified to do business in this state. Eligible non-profits must have as their primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use ("Primary Purpose").
- The state or any city, county, city and county, district, or other state or local governmental entity, if otherwise authorized to acquire and hold title to real property and if the conservation easement is voluntarily conveyed.

A federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission to protect a California Native American prehistoric, archaeological, cultural, spiritual, or ceremonial place, if the conservation easement is voluntarily conveyed.

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

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

Eligible Projects

This solicitation will fund the following two project types:

- **Agricultural Conservation Easements** – Grants to protect agricultural lands under threat of conversion to nonagricultural uses through the acquisition of voluntary, permanent agricultural conservation easements ("agricultural conservation easement" or "easement"). "Agricultural land" means either:
 - Prime farmland, farmland of statewide importance, unique farmland, farmland of local importance, and grazing land as defined in the Guidelines for the Farmland Mapping and Monitoring Program, pursuant to Section 65570 of the Government Code or
 - In those areas of the state where lands have not been classified by FMMP, land that meets the requirements of "prime agricultural land" as set forth in subdivision (c) of Section 51201 of the Government Code.

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

- **Land Improvements** – Grants for the improvement of land protected by a conservation easement or a similar long-term conservation agreement as determined by the Department's Director if the improvement will directly benefit the protected land. Easement location information is available at:
 - [National Conservation Easement Database](#)
 - [California Conservation Easement Database](#)

Land Improvement Goals

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

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

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

Eligible Costs

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

- Reasonable

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

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or proper and efficient performance of project.
- The restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; federal, local, tribal, and other laws and regulations; and terms and conditions of the project.
- Market prices for comparable goods or services for the geographic area.

- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

Easement Associated Costs

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

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

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

- Staffs' fully-burdened rate
- Consultant or contractors' hourly rate
- Preliminary title report
- Appraisal
- Baseline conditions report
- Closing costs and Escrow fees
- Title insurance fees
- Management Plan or Carbon Farm Plan (up to \$10,000)
- Tribal consultation

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

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

Land Improvement Costs

Eligible direct costs for land improvement projects include:

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

- Travel. Eligible travel costs are limited to a maximum of \$5,000 and can only be used for in-state travel for grantee's staff as necessary to complete project work. Costs must meet the requirements outlined below and in the Grant Agreement:
 - Accommodation-related travel costs: maximum reimbursement rates based on county as shown at: <http://hrmanual.calhr.ca.gov/Home/Manualitem/1/2203>, with no option for approval of an excess "lodging rate".
 - Rental car costs of personal vehicle mileage for travel directly related to the grant will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here: <http://hrmanual.calhr.ca.gov/Home/Manualitem/1/2202>
 - Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to the execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs
 - No other travel-related costs will be reimbursed through this grant program.
- Equipment, material, and utilities.
- OSHA-required or recommended beverages, shade structures, or other similar items.

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

- Office space
- Office supplies
- Legal or management oversight
- Prorated general liability, Workers' Compensation (may be included in payroll), and automotive insurance

Ineligible Costs

Common examples of ineligible costs are:

- Costs associated with ineligible projects, activities or not related to the funded project
- Costs that occur outside of the Grant Agreement term
- Meals, incidentals, tips, per diems, or refreshments for meetings or travel
- Incentive/participation gifts
- Costs for CEQA or NEPA completion
- Insurance not listed above
- Out of state travel
- Real estate brokerage fees and/or expenses
- Stewardship or legal defense funds
- Ceremonial expenses

Match Funding

Match funding is required. Both project types require a minimum amount of match funding. The amount of match is a component of the selection criteria used to evaluate grant

applications. Matching funds may be provided directly by the applicant, or from other funding sources (e.g., other grant funds, local government contributions, volunteer hours, etc.) Except for the easement monitoring endowment, costs used for match funding must be eligible costs.

Easement:

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

Land Improvement:

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

Section 3: Application, Selection, and Award

Application Materials and Submission

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

Applicants must submit all required application materials via email to cfcf@conservation.ca.gov. Pre-proposals and applications must be received electronically by 11:59 p.m. on the deadline specified in the "At-A-Glance" section of this solicitation.

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

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

Application Review Process

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

Site Visit

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

Determination Timeline

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

Disapproval of Application

If the Department disapproves a grant application, the applicant shall be given written notice of the disapproval. The written notice shall state the reason for the disapproval of the application.

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

- application does not satisfy the eligibility criteria set forth in Section 10251;
- Department determines that clear title cannot be conveyed;
- there is insufficient money to carry out the acquisition;
- other acquisitions have a higher priority; or,
- the application does not satisfy other relevant requirements provided by the fund source or in the guidelines, solicitation, application, or other relevant control documents, as determined by the department.

Initial Screening – Pre-proposals Required

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

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

Eligibility Criteria

Below are the Easement Eligibility Criteria and Land Improvement Eligibility Criteria upon which each proposal will be evaluated. Applications must receive a 'yes' on all eligibility criteria to be considered for funding under this solicitation.

Easement Eligibility Criteria

Easement Eligibility Criteria	
(A) Proposal is submitted by an Eligible Applicant.	Y/N
(B) Proposal is for an Eligible Project	Y/N
(C) Proposal will a) Improve a community's ability to adapt to the unavoidable impacts of climate change, b) improve and protect coastal or rural economies, agricultural viability, wildlife corridors, or habitat, c) develop future recreational opportunities, or d) enhance drought tolerance, landscape resilience, and water retention.	Y/N
(D) Application is complete and was received by the deadline.	Y/N
(E) The parcel proposed for conservation is expected to be used for, and is large enough to sustain, commercial agricultural production.	Y/N
(F) The land is in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.	Y/N
(G) The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment shall be reflected in the goals, objectives, policies, and implementation measures of the plan, as they relate to the area of the county or city where the acquisition is proposed.	Y/N
(H) The property has no known agricultural constraints (e.g., due to soil or water contamination).	Y/N

(I) Will result in public benefits that address the most critical statewide needs and priorities for statewide funding.	Y/N
(J) Without conservation, the land proposed for protection is likely to be converted to non-agricultural use in the foreseeable future.	Y/N
(K) The primary purpose for which the easement is being sought is consistent with continuing agricultural use of the property	Y/N
(L) Any nonagricultural qualities that will be protected by the easement, if applicable, are inherent to the property.	Y/N
(M) The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property.	Y/N
(N) For local government applicants only: The local government applicant has not acquired, nor proposes to acquire, the interest in real property through the use of eminent domain, unless requested by the owner of the land.	Y/N

Land improvement Eligibility Criteria

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

Selection Criteria

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

Easement selection criteria

Easement Selection Criteria	Points
(1) Program Goals. The extent to which to proposal meets the Program Goals outlined in this Solicitation. In evaluating this criterion, the Department will consider the extent to which a project addresses a single goal as well as the number of goals addressed.	/15
(2) Disadvantaged Community Benefits. The extent to which the proposal serves or benefits a severely disadvantaged community (SDAC) or disadvantaged community (DAC), including by increasing participation and	/15

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

conservation of neighboring lands through any combination of geographic, zoning, or other considerations can logically be expected without incurring costs of additional easement acquisitions.	
Total proposal points/Total possible points	/90

Land Improvement Selection Criteria

Land Improvement Selection Criteria	Points
(1) Applicability to Program Goals. The extent to which the application includes a clear description of the project's primary objectives, sufficient rationale to justify the project need, evidence that the application is based on the best available science relevant to the project, and alignment with the Land Improvement Goals and Land Improvement Eligibility Criteria stated in this solicitation.	/25
(2) Project Outcomes – Significance of Benefits. The extent to which the application provides significant benefits to the protected land. In considering the significance of benefits identified, the Department may consider the extent of the documentation provided by the applicant relative to proposed benefits.	/20
(3) Disadvantaged Community Benefits and/or Socially Disadvantaged Farmers and Ranchers. The extent to which the proposal serves or benefits a severely disadvantaged community (SDAC) or disadvantaged community (DAC), including by increasing participation and collaboration; providing workforce education, training, contractor, and job opportunities to disadvantaged communities; providing improved access to sources of safe drinking water; securing land tenure; or promoting food security.	/15
(4) Climate Change Adaptation and Resiliency. Implementation of proposed land improvement will increase sustainable production, provide GHG emissions reduction benefits, promote biodiversity, and/or contribute to air, water, soil, and ecosystem benefits.	/10
5) Sustainability. The extent to which the proposed land improvement will enhance the sustainability of the long-term agricultural uses	/5
(6) Project Team Qualifications. The extent to which the application demonstrates that the project team has the qualifications, experience, and capacity to perform the proposed tasks.	/5
(7) Durability of Investment. The extent to which the benefits identified in the application are expected to last beyond the completion of the project. In considering the durability of benefits associated with an application, the Department may evaluate the length of time the benefits are likely to last, as well as the type and extent of measures included in the application to ensure the durability of those benefits.	/5
(8) Monitoring and Reporting. The extent to which the application demonstrates a clear and reasonable approach for monitoring, assessing, and reporting project milestones.	/5
(9) Project Readiness. The extent to which the work plan and budget are appropriate for the work proposed and the likeliness that the project will be completed in the two-year grant timeframe.	/5

(10) Community Support and Collaboration. The extent to which the proposed project demonstrates stakeholder support, including leverage of the funding as match, for the project.	/5
Total proposal points/total points possible:	/100

Grant Awards and Execution

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

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

The Director may consider the following when making awards:

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

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

Section 4: Grant Approval and Implementation

Grant Awards

Grants will be awarded in accordance with the process set forth above. Successful applicants will work with an assigned Department grant manager to finalize their grant agreement. All projects awarded by the Department will only receive funding disbursements if the conditions of funding identified in this solicitation and any additional conditions identified in the staff report, award letter, and grant agreement are satisfied.

Grant Agreements

Steps in Executing the Grant Agreement

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

Steps Upon Signature of the Grant Agreement

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

Responsibility of the Grantee

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

Invoicing and Reimbursement

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

Reimbursement

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

Loss of Funding

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

- Failure to execute an agreement within six months of project award,
- Withdrawal from the grant program prior to completion of the work plan,
- Failure to adhere to the conditions of funding specified in this solicitation,
- Failure to submit required documentation within the time periods specified in the grant agreement,
- Change in project scope, schedule, or budget without prior Department approval,
- Failure to complete the project within the grant agreement term,
- Failure to demonstrate progress toward deliverables based on timelines and milestones outlined in the work plan,
- Failure to comply with applicable laws or grant requirements.

State Audits

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

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

Accounting Requirements

Grantees must maintain an accounting system that:

- Accurately reflects financial transactions, in accordance with standard accounting principles,
- Provides an audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and timecards, evidence

of payment,

- Provides accounting data so the total cost of each individual project can be readily determined, and,
- Maintains records for a period of three (3) years after final reimbursement is made by the state. Grantee must retain all project records at least one (1) year following an audit.

Section 5: General Requirements

California Conservation Corps

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

Conflict of Interest

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

Compliance with Laws

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

Environmental Compliance

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

Prevailing Wage

Grants awarded consistent with this solicitation may be subject to prevailing wage provisions of the California Labor Code commencing with section 1720. Any questions of interpretation regarding the California Labor Code should be directed to the Director of the Department of Industrial Relations, the state department having jurisdiction in these matters. For more details, please refer to the Department of Industrial Relations website.

Additional Easement Details

Below are additional details for conditions of funding, title, easement terms, appraisals, and written notification to the planning director.

Minimum Conditions of Funding

To receive funding under CFCP, applicants must agree to the following conditions of funding. Entrance into a grant agreement constitutes acceptance of the conditions of funding. Failure to adhere to these conditions throughout the grant term will result in a loss of funding. CFCP's conditions of funding for easement acquisitions are as follows:

- Landowner's pursuit of sale of the easement is voluntary;
- Clear title to the agricultural conservation easement can be conveyed at close of escrow;
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity;
- Except for those uses and activities deemed consistent and compatible pursuant to PRC 10238, restrictions on husbandry practices on the property are prohibited;
- The easement will not substantially prevent agricultural uses on the property;
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement;
- The easement appraisal must comply with the Department's published [Overview and Preparation of Agricultural Conservation Easement Appraisals](#);
- The appraisal used to establish the easement value must be approved by DGS and the Department, and,

Mortgage and Lien Subordination

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

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices.

Due Diligence

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

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

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

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

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

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

Easement Terms and Conditions

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

The Easement Cannot Have Restrictions on Husbandry Practices

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

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

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

Activities that Cannot be Prevented by the Easement

Pursuant to Public Resources code section 10262, the following activities cannot be prevented by the easements, provided that the agricultural productivity of the land and any multiple uses that made the acquisition a priority for selection under the program, are not significantly impaired by those activities.

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

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

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

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

Reserved Rights

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

Use-Based IRS Deductions

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

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

Appraisals

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

The applicant must retain an independent, certified appraiser to appraise the project property. The appraiser must use the “before and after” method of valuation to calculate the difference between the fair market value and the restricted value. The “before and after” method evaluates the property’s market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. The Department has developed a resource for appraisers and applicants, entitled Overview and Preparation of Agricultural Conservation Easement Appraisals, which is available on the Department website.

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

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

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

Written Notification to Planning Directors (Easements Only)

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

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

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

general plan. The Department shall consider any comments submitted by the county or cities on the project.

Monitoring and Reporting

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

Appendix A: Environmental Compliance

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

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

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

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

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

Appendix B: Easement Pre-proposal

Submittal Requirements

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for CFCP funding. Grant applications are due January 6, 2023 and will not be accepted unless a pre-proposal worksheet was received for the project by the November 25, 2022 deadline.

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

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

Please submit the items below to the Department of Conservation via email to cfcpc@conservation.ca.gov.

Agricultural Conservation Acquisition Pre-proposal Checklist

(All components are required unless otherwise noted)

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

Acquisition Summary Sheet

Basic Information

Project Title	
Location (County and Nearest City)	
Distance to nearest city or census designated place	
Located within a priority population	Y N [Census tract number]

Project Funding

A: CFCP Easement Request Amount	\$
B: CFCP Associated Costs Request:	[Up to \$60,000]
C: CFCP Management Plan or Carbon Farm Plan Request	[Up to \$10,000 for a management plan or up to \$10,000 for a carbon farm plan]
D: CFCP Total Grant Request (A+B+C)	\$
Match Amount (toward easement value only)	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]
Estimated Easement Fair Market Value	\$

Applicant Information

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

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

Name	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	

Email Address	
---------------	--

Parcel Information

Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements	

Project Acreage

Total Project Acreage (Assessor's Acreage)	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	

Sale and Subdivision

Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	Y N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	Y N Explanation:

Water and Mineral Rights

Water Rights and Source(s)	
Third party mineral rights holder(s)?	Y N Explanation:
Severed mineral rights?	Y N Explanation:
Evidence of past mining?	Y N Explanation:

Existing and Reserved Single-family Residences

Number of single-family (SF) residences currently on the property	
Approximate size of each SF residence (square footage of living area)	

Number of additional SF residences to be reserved in easement (if any):	
Size restriction (sq. ft), if any, on reserved and/or existing SF residences	

Existing Farm Labor Residences

Number of farm labor residential structures/units currently on property	
Approximate size of each farm labor residence (square footage of living area)	

Building Envelopes

Existing Building Envelope(s) on the property?	Number: Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: Approximate Acres (each):
If the location(s) of the additional Building Envelopes have not been identified, will the deed language establish a process for the identification of the future building envelope(s)?	Y N

Additional Information

Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:
Any critical deadlines?	Please describe:

Eligibility and Organizational Capacity Documentation

Organizational Eligibility

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

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

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

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

Applicant Certifications

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

Documentation of Organizational Eligibility

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

[Print Name, Title]

Date

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

Interest Holder Certifications

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

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

Documentation of Organizational Eligibility

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

Print Name, Title

Date

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

Applicant-Landowner Letter of Intent

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

1. Landowner's pursuit of sale of the easement is voluntary;
2. Use of the property will be restricted to agricultural and compatible conservation uses in perpetuity;
3. The landowner is aware of the estimated acquisition value provided to CFCP as the basis for this funding request and understands that the final easement value used to establish CFCP's contribution to the purchase price of the easement may change upon completion of a full appraisal of the property; and
4. No government agency has conditioned the issuance of an entitlement to use on the proposed acquisition.

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

Sample documents are posted on the Department website.

Narrative Questions

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

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

Provide any other comments, potential concerns, etc.

Title

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

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

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

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

Project Boundary Map

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

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

Map of Building Envelope and any Excluded Areas

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

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

Appendix C: Land Improvements Pre-proposal

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for CFCP funding. Grant applications are due January 6, 2023 and will not be accepted unless a pre-proposal worksheet was received for the project by the November 25, 2022 deadline.

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

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

Land Improvements Pre-proposal Checklist

(All components are required unless otherwise noted)

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

Land Improvement Summary Sheet

Basic Information

Project Title	
Location (County and Nearest City)	
Distance to nearest city or census designated place	
Located within a priority population	Y N [Census tract number]

Project Funding

A: CFCP Request Amount	\$
Match Amount	\$
Matching Funds Source	[i.e., NRCS, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]

Applicant Information

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

Co-Applicant (complete if applicable)

Name	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Property Information

Property APN(s)	
Current Zoning/ Minimum Parcel Size	
Total Project Acreage (Assessor's Acreage)	
Irrigated Acres	

Non-irrigated / Grazing Acres	
Nonagricultural Acres	

Organizational Eligibility Documentation

Organizational Eligibility

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

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

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

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

Applicant Certifications

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

Documentation of Organizational Eligibility

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

[Print Name, Title]

[Date]

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

Narrative Questions

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

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

Provide any other comments, potential concerns, etc.

CEQA Documentation

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

Project Boundary Map and Assessor's Parcel Map

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

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

Appendix D: Easement Grant Application

This is the application form for Agricultural Conservation Easement Grants under the 2022 CFCP solicitation. The 2022 Solicitation details the background and eligibility requirements for funding. Applicants should familiarize themselves with the CFCP solicitation prior to completing this grant application and refer to them for questions regarding this form. CFCP staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying. Applicants are required to submit a pre-proposal to the Department prior to applying. Please refer to the Pre-Proposals section of the solicitation for additional information.

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

Easement Grant Application Checklist

REQUIRED COMPONENTS

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

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

Additional Components

Applicants may submit the following as relevant to their application:

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

Easement Grant Application Cover Sheet

Basic Information

Project Title	
Location (County and Nearest City)	
Distance to nearest city or census designated place	
Socially disadvantaged farmer or rancher?	<input type="checkbox"/> Y <input type="checkbox"/> N
Located within a priority population	<input type="checkbox"/> Y <input type="checkbox"/> N [Census tract number]

Project Funding

A: CFCP Easement Request Amount	\$
B: CFCP Associated Costs Request:	[Up to \$60,000]
C: CFCP Management Plan or Carbon Farm Plan Request	[Up to \$10,000 for a management plan or up to \$10,000 for a carbon farm plan]
D: CFCP Total Grant Request (A+B+C)	\$
Match Amount (toward easement value only)	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]
Estimated Easement Fair Market Value	\$

Applicant Information

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

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

Name	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Executive Summary

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

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

Acquisition Summary Sheet

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

General Information

Project Title	
Landowner Name(s)/ Ownership Structure	
Street Address of Property (or nearest cross streets)	
Project APN(s)	

Project Acreage

Total Project Acreage (Assessor's Acreage)	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	

Landowner/Lessee Demographics

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

The property is farmed/ranched by:

- Landowner
- Lessee

Both

The person who farms/ranches the property lives in:

A [disadvantaged community](#)

Census tract number:

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

Annual Household Adjusted Gross Income¹:

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

Census tract number:

None of the above

The person who farms/ranches the property is:

A beginning farmer

A Veteran

None of the above

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

Female

Male

Non-binary

Do not wish to identify/does not apply

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

African American

Pacific Islander

Native American

White

Alaskan Native

Other_____

Hispanic

Do not wish to identify/does not apply

Asian American

Native Hawaiian

¹ Applicants may be asked to provide proof of landowner/lessee income, including tax return information, for verification upon request.

Sale and Subdivision

Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:

Water and Mineral Rights

Water Rights and Source(s)	
Third party mineral rights holder(s)?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Severed mineral rights?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Evidence of past mining?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:

Existing and Reserved Single-family Residences

Number of single-family (SF) residences currently on the property	
Approximate size of each SF residence (square footage of living area)	
Number of additional SF residences to be reserved in easement (if any):	
Size restriction (sq. ft), if any, on reserved and/or existing SF residences	

Existing Farm Labor Residences

Number of farm labor residential structures/units currently on property	
Approximate size of each farm labor residence (square footage of living area)	

Building Envelopes

Existing Building Envelope(s) on the property?	Number: Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: Approximate Acres (each):
If the location(s) of the additional Building Envelopes have not been identified, will the deed language establish a process for the identification of the future building envelope(s)?	<input type="checkbox"/> Y <input type="checkbox"/> N

Additional Information

Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:
Any critical deadlines?	Please describe:

Narrative Questions

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

1. Describe how the proposed project meets one or more of the Program Goals.
2. Describe how the project may serve or benefit a severely disadvantaged community, disadvantaged community, and/or socially disadvantaged farmer or rancher.
3. Describe how the acquisition will meet multiple natural resource conservation objectives, such as wetland protection, wildlife habitat conservation, water supply or water quality, or scenic open-space conservation.
4. Describe how the acquisition provides co-benefits beyond the program goals, including environmental, economic, public health, or other co-benefits.
5. Demonstrate the county/city long-term commitment to agricultural land conservation. For example, specific actions taken by the local government in support of its conservation goals and objectives, general plan policies, right-to-farm ordinance, LAFCO or CEQA policies and procedures, etc.
6. Describe the applicant's fiscal and technical capability to effectively carry out the acquisition.
7. Is there a coordinated approach among affected landowners, local governments, and nonprofit organizations? If other entities are affected, there is written support from those entities for the proposal and a willingness to cooperate. The support of neighboring landowners who are not involved in the proposal shall be considered.
8. Describe how the project will support long-term private stewardship and continued agricultural production in the region. Please describe the agricultural operation and infrastructure on the Property.
9. Is there evidence that, by acquisition of an agricultural conservation easement for a given parcel or parcels, long term conservation of neighboring lands through any combination of geographic, zoning, or other considerations can logically be expected without incurring costs of additional easement acquisitions?

Applicant Resolution of Support

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

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

Written Notification Letter to the Planning Director

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

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

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

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

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

Appraisal/Support for Estimated Acquisition Value

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

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

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

Project Boundary Map

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

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

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

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

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

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

Appendix E: Land Improvements Grant Application

REQUIRED COMPONENTS

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

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

Land Improvement Grant Application Cover Sheet

Basic Information

Project Title	
Location (County and Nearest City)	
Distance to nearest city or census designated place	
Socially disadvantaged farmer or rancher?	<input type="checkbox"/> Y <input type="checkbox"/> N
Located within a priority population	<input type="checkbox"/> Y <input type="checkbox"/> N <i>[Census tract number]</i>

Project Funding

A: CFCP Request Amount	\$
Match Amount	\$
Matching Funds Source	
Status of Match	<i>[i.e., application submitted, in grant agreement, etc.]</i>

Applicant Information

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

Co-Applicant (complete if applicable)

Name	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Executive Summary

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

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

Land Improvement Summary Sheet

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

General Information

Project Title	
Landowner Name(s)/ Ownership Structure	
Street Address of Property (or nearest cross streets)	
Project APN(s)	

Project Acreage

Total Project Acreage (Assessor's Acreage)	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	

Landowner/Lessee Demographics

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

The property is farmed/ranched by:

- Landowner
- Lessee
- Both

The person who farms/ranches the property lives in:

- A [disadvantaged community](#)

Census tract number:

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

Annual Household Adjusted Gross Income²:

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

Census tract number:

- None of the above

The person who farms/ranches the property is:

- A beginning farmer
 A Veteran
 None of the above

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

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

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

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

² Applicants may be asked to provide proof of landowner/lessee income, including tax return information, for verification upon request.

Narrative Questions

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

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

Applicant Resolution of Support

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

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

CEQA Documentation

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

Project Boundary Map and Assessor's Parcel Map

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

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

Land Improvement Work Plan

Applicants must provide a detailed work plan that specifies the activities and sub-activities that will be performed during the grant term. The work plan will also include a schedule of target completion dates, performance measures, and a list of deliverables to be provided as proof of project completion. The schedule should provide enough detail to allow assessment of the progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

<p>Applicant: _____</p> <p>Project Name: _____</p> <p>Project Goal: _____</p> <p>Objective: _____</p>		
<u>Activity</u>	<u>Activity Description</u>	<u>Beginning and End Date</u>
Task 1		
Task 2a		
Task 3a		
Task 4		

Land Improvement Budget

Cost estimates should be consistent with the work plan. If awarded funding, this Budget will be detailed and incorporated into the Grant Agreement.

Budget Item	Program Reimbursement Request	Grantee Match	Total Cost
Task 1			
Staff	\$	\$	\$
Subcontractor	\$	\$	\$
Supplies/Equipment	\$	\$	\$
Subtotal	\$	\$	\$
Task 2			
Staff	\$	\$	\$
Subcontractor	\$	\$	\$
Supplies/Equipment	\$	\$	\$
Subtotal	\$	\$	\$
Task 3			
Staff	\$	\$	\$
Subcontractor	\$	\$	\$
Supplies/Equipment	\$	\$	\$
Subtotal	\$	\$	\$
Task 4			
Staff			
Subcontractor			
Supplies/Equipment			
Subtotal			
Indirect/Admin			\$
Total			

Appendix F: Grant Agreement Template

GRANT AGREEMENT DOC6

(revised 12/18)

FI\$Cal NUMBER:

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

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

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

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

Exhibit A, Scope of Work	Page(s)
Attachment 1: Project Map	Page(s)
Attachment 2: Authorized Signatory Form	Page(s)
Attachment 3: Work Plan	
Attachment 3: Final Report	Page(s)
Attachment 4: Conditions of Funding Disbursal	Page(s)
Exhibit B, Budget Detail and Payment Provisions	Page(s)
Attachment 5: Budget Detail Worksheet	Page(s)
Attachment 6: Invoice Templates	Page(s)
Attachment 7: Invoice Dispute Notification Template	Page(s)
Exhibit C, General Terms and Conditions	Page(s)
Exhibit D, Special Terms and Conditions	Page(s)
Exhibit E, Award Letter	Page(s)
Exhibit F, Guidelines	Page(s)

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

715 P Street, Sacramento, CA 95814

Exhibit A: Scope of Work

1. 2022 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 Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40); and, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). The 2022 California Farmland Conservancy Program will implement these multiple appropriations.

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

The Department released the final 2022 California Farmland Conservancy Program Solicitation on October 17, 2022. 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:

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 5), 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 Location Maps

[insert maps 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

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

1. Provide a list of project accomplishments.
2. Briefly summarize the Project’s results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan (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 Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature: 

Date:

Exhibit B: Budget Detail and Reimbursement 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 5).
- C. All invoices and reports must be submitted within 45 days of the Project completion. Invoices received after that date will be paid only if the funding remains available. All applicable rush processing fees will be deducted from the invoice.
- D. The Department may withhold final reimbursement until all terms of the Grant Agreement have been satisfied.
- E. The Department intends to process invoices expeditiously so that they can be paid within forty-five (45) days upon receipt and approval of an invoice.
- F. For cost principles, see Exhibit B, Section 5.
- G. Projects funded through the Department's Proposition 68 allocation that serve disadvantaged communities, as defined in PRC 80002(e), are eligible for up to 25 percent advance payment to initiate the project in a timely manner.
- H. Failure to comply with requirements may result in non-payment or delayed payment.

2. How to Submit Invoices

- A. Grant manager will instruct best manner to send invoices to the department.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than quarterly, in arrears, to the Grant Manager.
- C. A request for reimbursement shall consist of:
 - i. The Invoice (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 (Attachment 5).
 - iii. Supporting documentation for reimbursement of funds.
- D. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see Invoice Dispute Notification Template (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 5) 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 5) up to date.
- B. Changes up to twenty percent (20%) between activities shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

- C. Changes of more than twenty percent (20%) between activities shall follow the amendment process, specified in Exhibit B, Section 8.

8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
 - i. Changes to the Authorized Signatory Form (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 5: 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] and DLRPsupport@conservation.ca.gov

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] and DLRPsupport@conservation.ca.gov

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.:

=====

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] and DLRPsupport@conservation.ca.gov

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

Attachment 7: Invoice Dispute Notification Template

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

The invoice referenced above is disputed for the following reasons:

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

Comments:

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

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

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

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

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C: General Terms and Conditions

1. Approval

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

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit B, Section 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 5), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

3. No Third-Party Beneficiaries

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

4. Dispute Resolution

A. Invoice Disputes

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

B. General Disputes

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

The inventory record should include:

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

ix. Original Cost

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

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

Exhibit E: Award Letter

[Insert award letter here.]

Exhibit F: Solicitation

[Insert Solicitation here.]

Appendix G: Management Plan and Carbon Farm Plan Contents

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. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired. This may include a farm or ranch succession plan.
- B. Include a description of the farm or ranch management system, and, if applicable, irrigation water right volumes needed for the agricultural activity on the property. The conservation management plan may incorporate or refer to information from baseline documentation reports, as appropriate.
- C. Identify required and recommended conservation or management practices that address the purposes and conservation values for which the property was selected, such as those identified in the selection criteria, the eligibility requirements, detailed characteristics of the project, the grant agreement or deed, or other project documents, and including practices to protect biodiversity and facilitate climate adaptation. 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.
- D. Identify additional or specific criteria associated with permissible and prohibited activities consistent with the terms of the deed. For example, if a deed specifies that the location of the building envelope may be adjusted if it does not adversely affect the agricultural resources, the conservation management plan should describe the agricultural resources and how they may be impacted by construction of structures. 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.

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.

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.