
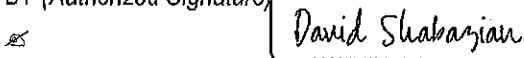


|   |  |   |
|---|--|---|
| State of California - Department of Conservation<br><b>GRANT AGREEMENT DOC6</b><br>(new 12/18)  |  | GRANT AGREEMENT NUMBER:<br><b>3018-902</b><br>FI\$Cal NUMBER:   |
| 1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and County of Monterey ("Grantee"):  |  |   |
| 2. The Grant Agreement Term is:   |  | From January 15, 2021 through January 14, 2023<br>(Or upon execution of this Grant Agreement by both parties, whichever is later) |
| 3. The maximum amount of this Grant Agreement is:   |  | \$182,366   |
| 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  |  | 5 Pages   |
| Attachment 1: Authorized Signatory Form   |  | 1 Page  |
| Attachment 2: Work Plan   |  | 3 Pages   |
| Attachment 3: Quarterly Report  |  | 1 Page  |
| Attachment 3: Final Report  |  | 1 Page  |
| Exhibit B, Budget Detail and Payment Provisions   |  | 5 Pages   |
| Attachment 1: Budget Detail Worksheet   |  | 2 Pages   |
| Attachment 2: Quarterly Invoice Summary   |  | 1 Page  |
| Attachment 3: Invoice Detail  |  | 1 Page  |
| Attachment 4: Final Invoice Summary   |  | 1 Page  |
| Attachment 5: Invoice Dispute Notification Template   |  | 1 Pages   |
| Exhibit C, General Terms and Conditions   |  | 3 Pages   |
| Exhibit D, Special Terms and Conditions   |  | 6 Pages   |
| <b>IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.</b>  |  |   |
| <b>GRANTEE</b>  |  |   |
| GRANTEE'S NAME<br><b>County of Monterey</b>   |  |   |
| BY (Authorized Signature)<br>  |  | DATE SIGNED<br>12/15/2020   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Craig Spencer, Planning Services Manager  |  |   |
| ADDRESS<br>1441 Shilling Place, 2nd Floor, Salinas, CA 93901  |  |   |
| <b>STATE OF CALIFORNIA</b>  |  |   |
| Agency Name: Department of Conservation   |  |   |
| BY (Authorized Signature) <small>DocuSigned by:</small><br><br><small>3A066DFA286645A...</small> |  | DATE SIGNED<br>12/16/2020   |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>David Shabazian, Director   |  |   |
| ADDRESS<br>801 K Street, Sacramento, CA 95814   |  |   |

## SCOPE OF WORK

### 1. Background

The Sustainable Agricultural Lands Conservation Program (SALC Program), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities Program, supports the California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. Auction revenues from the Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC Program and which operate under the umbrella of California Climate Investments. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

SALC Program Agricultural Land Conservation Strategy and Outcome (Strategy) grants fund a specific set of approaches and outcomes used by cities and counties to protect important agricultural land resources under threat of conversion. This component of the SALC Program incentivizes local governments to develop local and regional land use policies and implementation activities that integrate agricultural land conservation.

The Department released the 2015-2016 Final Grant Guidelines and Request for Grant Applications on December 17, 2015 (Exhibit E) (Guidelines). In accordance with the Guidelines, Grantee submitted application and the Council awarded a Strategy Grant. This will be referred to as the "Project" throughout this Agreement.

Grantee has delayed entry into this Grant Agreement. In consideration of the Council electing not to cancel Grantee's award, Grantee agrees and accepts the following terms:

- failure to correct the action items identified during monthly check-ins or on quarterly reports may result in the early termination of this Grant Agreement (Scope of Work, 7. Reporting Requirements; Special Terms and Conditions, 6. Termination)
- delays in activities or tasks may result in the early termination of this Grant Agreement (Scope of Work, 5. Grantee Responsibility; Special Terms and Conditions, 6. Termination)
- requests to amend the scope, modify due dates, or length the grant term may be denied (Budget Details and Payment Provisions, 7. Amendments)

### 2. Project Statement

Eligible Strategies and Outcomes grants focus on achievable, action-oriented approaches to agricultural land conservation that result in long-term GHG reductions. For 2016-17, five specific Strategies and Outcomes, and their administrative requirements, are identified below. Grantee identified in its Application the strategy indicted in the right most column.

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| Strategy  | GHG Quantifiable Outcome  | Grantee Selected Strategy                  |
|---|---|--|
| <p><b>Establish an Agricultural Land Mitigation Program:</b> A local jurisdiction's formal program to conserve agricultural land at a 1:1 ratio (or higher) as identified in its ordinances and policies via a General Plan Update or Amendment.</p>  | <p>Agricultural Conservation Easement(s)</p>  | <p><input checked="" type="checkbox"/></p> |
| <p><b>Establish an Agricultural Conservation Easement Purchasing Program:</b> The development and implementation of a locally-driven strategy to purchase agricultural easements on strategic properties using dedicated funding source(s), such as dedicated sales or property tax increments.</p>   | <p>Agricultural Conservation Easement(s)</p>  | <p><input type="checkbox"/></p>            |
| <p><b>Adoption of Urban Limit Line or Urban Growth Boundary:</b> The development and implementation of a locally-driven urban limit line program and restricted Urban Service Area (e.g., water, sewer).</p>  | <p>Zoning ordinances that effectively eliminate growth beyond the estimated Project Geographic Area</p>   | <p><input type="checkbox"/></p>            |
| <p><b>Increase Zoning Minimum for Designated Strategic Agricultural Areas:</b> Updating or amending the local jurisdiction's General Plan to increase minimum acreage (upzoning) for strategic agricultural areas (e.g., from 20-acre to 40-acre minimums).</p>   | <p>Zoning ordinances that effectively eliminate growth in the estimated Project Geographic Area</p>   | <p><input type="checkbox"/></p>            |
| <p><b>Adoption of an Agricultural Greenbelt and Implementation Agreement:</b> Enactment of specified agricultural greenbelt(s) between cities, tied to General Plan updates or legally-binding agreements, that focus agricultural mitigation funds or related farm/open space funds to establishing the greenbelt buffer. The greenbelt will contain primarily agricultural lands. Other lands with conservation values may be given secondary consideration for inclusion in an Agricultural Greenbelt.</p> | <p>Results in both Agricultural Conservation Easement(s) and Zoning ordinances that effectively eliminate growth in the estimated Project Geographic Area</p> | <p><input type="checkbox"/></p>            |

The selected strategy requires an agricultural conservation easement to comply with the GHG quantifiable outcome requirement and the Grantee has identified the following SALC Program

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Agricultural Conservation Easement project name: Thompson Farm Agricultural Conservation Easement Project, which has been completed at the time this Grant Agreement is entered into.

### 3. Authorized Signatories

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

The 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 1).

Grantees must keep Authorized Signatory Forms up to date and submit changes to the Department within seven (7) working days of the change. Authorized Signatory Forms will be kept on file with the Department for up to three (3) years after the final invoice has been paid and one (1) year following an audit.

### 4. Project Representatives

The project representatives during the term of this Grant Agreement:

#### A. Department

| Name         | Title          | Phone Number   | Email                            |
|--------------|----------------|----------------|----------------------------------|
| Michael Shaw | Grant Manager* | (916) 324-0869 | michael.shaw@conservation.ca.gov |

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

#### B. Grantee

| Name          | Title                     | Phone Number   | Email                      |
|---------------|---------------------------|----------------|----------------------------|
| Craig Spencer | Planning Services Manager | (831) 755-5233 | spencerc@co.monterey.ca.us |

Changes to the project representatives shall be made by either the Grantee or Department by providing a five (5) day advance written notice to the other party. The written notice shall be sent as an attachment and to be filed with the Grant Agreement. The subject line of the email must include the Grant Agreement number and Grantee's name.

### 5. Grantee Responsibilities

The Grantee is responsible for ensuring grant funding for this Project is used as intended, completed on-time and within budget. Failure to progress may result in early termination of the grant.

Grantee responsibilities include, but are not limited to:

- Complying with all terms and conditions of this Grant Agreement including all incorporated documents.
- Complying with statutes, rules, regulations applicable to this Agreement.
- Ensuring all milestones and deliverables are met as described in the Work Plan (Exhibit A, Attachment 2) and in accordance with the Budget Detail Worksheet (Exhibit B, Attachment 1). Ensuring there is adequate cash flow to pay all grant-related expenses before requesting reimbursement.
- Submitting progress reports on schedule and in accordance to the approved Work Plan (Exhibit A, Attachment 2) and Budget Detail Worksheet (Exhibit B, Attachment 1).
- Submitting final report on schedule summarizing activities completed and deliverables met during the term of this Agreement.
- Compiling and submitting invoices on schedule for reimbursement including supporting documents as scheduled and on time.
- Maintaining an accounting system that accurately reflects all fiscal transactions, provides a good audit trail and accounting data as specified in the Records Retention and Audit sections of Exhibit C.
- Providing all required documents during an audit as specified in the Audit section of Exhibit C.
- Retaining all records of all required documents as specified in the Records Retention section of Exhibit C.

## **6. Document Submission**

### **A. Electronic Mail**

Please submit all documentation through electronic mail (email) unless another delivery method is required by this Grant Agreement. Correspondence and documents submitted through email must contain the Grant Agreement number and the Grantee's name in the subject line.

### **B. Mail Service/Courier Service**

When required by this Grant Agreement, correspondence and documents submitted through mail, certified mail or courier service must use the following address:

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

## **7. Reporting Requirements**

The Grantee is required to monitor and review all work performed to meet scheduled deliverables, monthly check-in phone calls, provide quarterly progress reports and a final

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report, to ensure the project is completed on schedule and within budget in accordance with this Grant Agreement.

**A. General Requirements**

- i. Quarterly reports and the final report must be completed using the reporting templates included in this Grant Agreement (Exhibit A, Attachments 3 and 4).
- ii. All reports must be submitted to Grant Manager on the required due date. Reports are not deemed received until the Grant Manager confirms receipt of the report.
- iii. All reports must be signed by the Authorized Signatory or designee on file with the Department as stated in Authorized Signatories.
- iv. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.

**B. Reporting Calendar Schedule**

- i. The reporting period will begin on the start date of the Agreement which becomes effective when the Agreement is signed by both parties and is fully executed by the Department. When the report submission due date falls on a weekend or on a state-recognized holiday, reports will be due on the first working day following the weekend or holiday.

| Report                                  | Reporting Period        | Due Date                             |
|---|-------------------------|--------------------------------------|
| 1 <sup>st</sup> Quarter Progress Report | July 1 – September 30   | October 30                           |
| 2 <sup>nd</sup> Quarter Progress Report | October 1 – December 31 | January 30                           |
| 3 <sup>rd</sup> Quarter Progress Report | January 1 – March 31    | April 30                             |
| 4 <sup>th</sup> Quarter Progress Report | April 1 – June 30       | July 30                              |
| Final Report                            | Start date – End date   | Within 30 days of Project Completion |

**C. Quarterly Progress Reports**

- i. Quarterly Progress Report should directly address tasks/subtasks, timelines, deliverables, and associated costs and match funding as described in the Work Plan (Exhibit A, Attachment 2) and the Budget Detail Worksheet (Exhibit B, Attachment 1). The description of work and accomplishments of each task/subtask must have sufficient detail to provide a basis for payment of invoices.

**D. Final Report**

- i. The Final Report must have sufficient detail to determine if the terms of the Agreement have been fulfilled to release the ten percent (10%) withholding for final payment.

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**EXHIBIT A, ATTACHMENT 1**

**AUTHORIZED SIGNATORY FORM**

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

**Grantee Authorized Signatory:**

**Name:** Carl Holm      **Title:** Director of Housing and Community Development  
*(Type or Print Name)*

**Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Delegated Authorized Signatories:**

1. **Name:** Craig Spencer      **Title:** Planning Services Manager  
*(Type or Print Name)*

**Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

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

2. **Name:** \_\_\_\_\_      **Title:** \_\_\_\_\_  
*(Type or Print Name)*

**Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

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

**EXHIBIT A, ATTACHMENT 2****WORK PLAN**

| <b>High Level Activities/Milestones<br/>(with Deliverables and Indicators)</b>   | <b>Responsible Parties</b>                                   | <b>Timetable in months<br/>(Start year: 2021)</b>                         |
|--|--|---|
| Preparation of an Agricultural Land Mitigation Program as a land protection strategy in association with Monterey County General Plan Policy AG-1.12.  |  | Month   |
| <p><b>TASK 1. Project Management and Administration</b></p> <p><b>Sub-Task A: Project Administration</b><br/>           Receive Authorization, from the Monterey County Board of Supervisors, to accept, administer and execute the contract documents to proceed with the development of the Ag Land Mitigation Program and Support and Support the Ag Land Trust grant funding application to receive grant funds from the State Department of Conservation SALC program to support securing an Ag Conservation Easement on the Thompson Ranch<br/> <b>Deliverable:</b> Monterey County Board of Supervisors Resolutions.</p> <p><b>Sub-Task B: Needs Assessment</b><br/>           Mo Co RMA will work with LAFCO and Ag Commissioners Office to map areas of vulnerability of annexation. Update and map the important farmlands of Monterey County in association with the revised State Guidelines and the Ag Commissioners Office. Map non-coastal areas of proximity to city Spheres Of Influence (SOI) and potential Annexation. Review current city MOUs along with proposed amendments.<br/> <b>Deliverable:</b> County Map of Farmlands and proposed Spheres Of Influence (SOI) and potential Annexation</p> <p><b>Sub-Task C: Identify Opportunity areas for Mitigation</b><br/>           Mo Co RMA staff will review existing Williamson Act contracts and county area maps that identify the location of existing contracts with contract expiration dates. This will afford staff with knowledge of the historical context of preserving the sustainability of the Agricultural industry by mapping the different sources of preservation currently being utilized within the county.</p> | <p>Monterey County RMA (MCRMA)</p> <p>MCRMA</p> <p>MCRMA</p> | <p>Completed June 28, 2016 (Resolution #16-189)</p> <p>1-3</p> <p>4-5</p> |



|  |              |              |
|--|--------------|--------------|
| <p>Mo Co RMA staff will identify tools (Ag Land Mitigation, Williamson Act, Ag Conservation Easements, etc.) to sustain the Agriculture in Monterey County</p> <p><b>Sub-Task: D Public Outreach, surveys and stakeholder meetings</b></p> <p><b>Deliverable:</b> Mo Co RMA staff will prepare quarterly progress reports with a brief description of the work and activities performed, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period. Upon completion of this milestone, a written report will be prepared that would include, but not be limited to, a description, maps of the existing conditions before the project was executed, proposed options of mitigation, and summary of scheduled outreach a description of planned long-term monitoring and adaptive management, and photographs on-site before, during and after implementation to document project conditions. Project administration activities will also include Mo Co RMA coordination with other agencies, cities and stakeholders.</p> | <p>MCRMA</p> | <p>6-9</p>   |
| <p><b>TASK 2. MCRMA Ordinance Development, Public Workshops and Presentation to Planning Commission &amp; Board of Supervisors</b></p> <p><b>Sub-Task A: Develop draft Ordinances for review for Public Review at PC workshops</b></p> <p><b>Deliverable:</b> Draft Ordinances for multiple stakeholder meetings, workshops, study sessions and Planning Commission hearings. Mo Co RMA staff will prepare quarterly progress reports with a brief description of the work and activities performed, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period.</p> <p><b>Sub-Task B: Schedule hearings; prepare notices and workshop staff reports.</b></p> <p><b>Deliverable:</b> Draft Ordinances for multiple stakeholder meetings, workshops, study sessions and Planning Commission hearings. Mo Co RMA staff will prepare quarterly progress reports with a brief description of the work and activities performed, milestones achieved, any accomplishments</p>   | <p>MCRMA</p> | <p>10-15</p> |

|   |              |              |
|---|--------------|--------------|
| <p>and any problems encountered in the performance of the work during the reporting period.</p>   |              |              |
| <p><b>Task 3: CEQA Compliance</b><br/>                 The CEQA environmental review processes will take place in association with the development of the Ag Land Mitigation Ordinance with public review anticipated to occur mid-2018. Monterey County is the CEQA lead agency, with extensive involvement from the Monterey Ag Commissioners office. An administrative draft of the environmental document will be prepared by Monterey County and Ag Commission staff with review by County Council. If revisions are necessary, once completed, the document will be circulated for a 45 day public review period. Public review is planned to occur during the late summer 2018.</p> <p><b>Deliverable:</b> Draft Environmental Documentation<br/>                 Mo Co RMA staff will prepare quarterly progress reports with a brief description of the work and activities performed, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period.</p> | <p>MCRMA</p> | <p>16-22</p> |
| <p><b>Task 4: Planning Commission &amp; Board of Supervisor’s Public Hearings on Ag Land Mitigation Ordinance/Program and Adoption of Ag Conservation Easement</b><br/>                 The following documents will be completed for the Project:<br/>                 Ag Land Mitigation Ordinance Program<br/>                 Ag Conservation Easement on the Thompson Ranch</p> <p><b>Deliverable:</b> Draft Ordinances for Planning Commission &amp; Board of Supervisor’s hearings/Consideration.<br/>                 Mo Co RMA staff will prepare quarterly progress reports with a brief description of the work and activities performed, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period.</p>  | <p>MCRMA</p> | <p>23-24</p> |

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**EXHIBIT A, ATTACHMENT 3**

**QUARTERLY PROGRESS REPORT**

|  |  |   |  |
|--|--|---|--|
|  |  | Date Report Submitted:  |  |
| Grantee Name:  |  | Grant Number:   |  |
| Project Name:  |  |   |  |
| Progress Period: <i>(check box)</i><br><input type="checkbox"/> Q1 <input type="checkbox"/> Q2 <input type="checkbox"/> Q3 <input type="checkbox"/> Q4 |  | Reporting Period:            (Start Date)            to            (End Date) |  |

- Summary:** Briefly summarize work completed since last report.
- Deliverables:** Refer to the Work Plan and Budget Detail Worksheet and list milestones achieved, deliverables met or work completed. Provide details of accomplishments during the reporting period. Include specific information about the progress (i.e., degree of completion) of meeting each deliverable or outcome to be completed under the Agreement.
- Task/Budget Details:** Compare actual costs to date with the budget.

| Project Budget Categories | Budgeted Amount | Actual Amounts Expended |
|---------------------------|-----------------|-------------------------|
|                           |                 |                         |
|                           |                 |                         |
|                           |                 |                         |
| Grand Total               |                 |                         |

- Schedule:** Is the Project on schedule according to the Work Plan? If not, what is not on schedule and why?
- Correction Plan:** What actions are being taken to ensure objectives are met according to the Work Plan?
- Challenges and/or Opportunities:** Were there any challenges and/or opportunities you encountered during this reporting period? If so, explain the effects they may have on the project.
- Upcoming Plans:** What do you plan to accomplish by next quarter? Are there any anticipated changes to the Work Plan? Will you be able to stay on schedule and within the approved budget?
- Administrative Updates:** Have there been any changes to the address, project staff or agreement signatories this quarter?
- Attachments:** List any relevant attachments to this report, including pictures, news articles, files, etc. If the documents are lengthy and cannot be sent electronically, email the Grant Manager.

I certify that this Quarterly Progress 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.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**EXHIBIT A, ATTACHMENT 4**

### FINAL REPORT

|                 |                          |
|-----------------|--------------------------|
| Grantee Name:   | Date Report Submitted:   |
| Project Name:   | Grant Number:            |
| Agreement Term: | Closing Date of Project: |

1. Briefly summarize the objectives of the Project, and how these objectives were accomplished.
2. Describe any differences between the planned results as listed in the Work Plan (Exhibit A, Attachment 2) and the actual results.
3. Describe any problems and/or concerns that occurred during this Project. What corrective actions were taken and what was the outcome.
4. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
5. As applicable, explain any plans for ongoing funding, expansion, modification, or replication of the project.
6. Provide a copy of a completed and final Work Plan (Exhibit A, Attachment 2) and Budget Detail Worksheet (Exhibit B, Attachment 1).
7. Explain any differences between planned costs and actual costs of this Project.
8. List and include any relevant documents to this report, including photos, news articles, fliers, etc. If the documents are lengthy and cannot be sent electronically, email the Grant Manager.
9. Provide any additional comments.

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.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. Payment

- A. Advance payments are not permitted under this Grant Agreement.
- B. The Department will only reimburse the Grantee for actual expenses incurred during the term of this Grant Agreement as specified in the Budget Detail Worksheet (Exhibit B, Attachment 1). Any work performed prior to the start date or after the end date will not be reimbursed.
- C. Upon receipt and approval of an itemized invoice along with the final report and other required documentation, the Department agrees to reimburse the Grantee for actual expenditures for tasks completed in accordance with the rates specified in the Budget Detail Worksheet (Exhibit B, Attachment 1). Payment will be made in accordance with the Administrative Requirement column of Exhibit A Section 2.
- D. Under no circumstances shall the Grantee seek reimbursement for any indirect costs or any cost that has been, or will be paid, through another funding source. Eligible travel cost will be reimbursed for actual expenditures up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Incidental costs and travel costs outside of the State of California will not be reimbursed.
- E. The Department may withhold ten percent (10%) of the invoice submitted for reimbursement, to be issued once it has determined satisfactory completion of the contract or completion of a separate and distinct task.
- F. Payment shall be made within forty-five (45) days upon receipt and approval of an undisputed invoice. To prevent invoice disputes or delays in payment, submission of invoices and reports must:
- Be received by required due dates.
  - Be complete and accurate using required templates for both reporting and invoicing.
  - Include adequate supporting documentation for reimbursement.
  - Include documented evidence of the completed tasks.

Upon receipt and review, the Grant Manager will determine satisfactory progress of the Project or completion of the Project before approving any invoice for payment. Failure to comply with invoicing and reporting requirements may result in non-payment or delayed payment in funds.

## **2. Invoicing**

- A.** The Grantee shall submit quarterly invoices to the Grant Manager.
- B.** A request for payment shall consist of, but is not limited to the following:
- i. A complete and accurate Quarterly Invoice Summary (Exhibit B, Attachment 2). The Invoice Summary provides a summary of reimbursement amounts for each cost category and task. It must be printed on official letterhead and signed by the Authorized Signatory or authorized designee on file with the department certifying the expenditures are for actual expenses for the tasks performed under this Agreement.
  - ii. A complete and accurate Invoice Detail document (Exhibit B, Attachment 3). The Invoice Detail provides an itemized list of the amount expended for each cost category (e.g. personnel, subcontractors, supplies, travel, etc.) and task. Each cost category and task must correspond to the budget.
  - iii. Supporting documentation (e.g. receipts, purchase orders, timesheets, activity logs, timesheet, cancelled checks, subcontractor invoices and supporting documentation, etc.) for reimbursement of funds.
  - iv. Evidence of satisfactory progress (e.g. activities reaching milestones, tasks completed, deliverables achieved, etc.) for the quarter requesting reimbursement of funds.
- C.** The Final Invoice Summary (Exhibit B, Attachment 4) and the Invoice Detail (Exhibit B, Attachment 3) including supporting documents must be submitted along with the Final Report. Final Report must have sufficient evidence of satisfactory completion of the Project. The Grant Manager will review the Final Report and verify the terms of the Agreement have been fulfilled to approve the release of the ten percent (10%) withholding for final payment.
- D.** Funds provided by the Grantee as the required match for the easement acquisition must be identified within the invoice. Supporting documentation for matching funds does not need to be submitted to the Department but should be retained by the Grantee in the event of an audit.
- E.** At any time, the Department may request hard copies of invoices, reports, supporting documentation and evidence of progress.

## **3. Invoice Dispute**

- A.** In the event of an invoice dispute, the Grant Manager will notify the Grantee by phone and follow up in writing via an Invoice Dispute Notification (Exhibit B, Attachment 5) within fifteen (15) working days of receipt of the disputed invoice. During the invoice dispute, both parties shall deal in good faith to resolve the dispute.

The Grantee shall continue the responsibilities and obligations under the terms of this Grant Agreement during the dispute.

- B. If the Grantee contests the decision made by the Grant Manager, the Grantee shall submit, in writing, a "Notice of Dispute" as stated in Dispute Resolution found in Exhibit D, Section 5B.

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

- A. It is mutually agreed that 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 be of no further force and 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 Agreement with no liability occurring to the Department, or offer an agreement amendment to Grantee to reflect the reduced amount.

#### **5. Cost Principles**

- A. For Agricultural Land Conservation Strategy and Outcome Grants, the direct costs, including staff and benefits to implement the work, during the performance period specified in the Grant Agreement will be eligible for reimbursement. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period, Indirect/Overhead Costs, food or beverages (e.g., as part of meetings, workshops, training, or events), and costs for CEQA document preparation are not eligible for reimbursement.
- B. Indirect/Overhead Costs are defined as: expenses of doing business that are of a general nature and are incurred to benefit two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, plan or activity, but are necessary for the general operation of the organization. Examples of indirect costs include salaries and benefits of employees not directly assigned to the work program; functions such as personnel, business services, information technology, and salaries of supervisors and managers; and overhead such as rent, utilities, supplies, etc. Indirect costs cannot be included in the budget and work plan and will not be funded.

#### **6. Travel Reimbursement**

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

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- A. The Department will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at:  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Incidental costs and travel costs outside the State of California will not be reimbursed.
- B. The Grantee shall maintain and submit for reimbursement for staff working on the project detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) 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. The Grantee shall ensure travel costs are outlined in the Budget Detail Worksheet (Exhibit B, Attachment 1) which should be tied to tasks and deliverables in the Work Plan (Exhibit A, Attachment 2).
- D. The Grantee and any person traveling pursuant to this Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

## 7. Amendments

This Grant Agreement may only be modified upon written mutual agreement of the parties. No oral understanding or agreement not incorporated by writing in this Grant Agreement shall be binding on any of the parties. The Grantee must request and obtain prior written approval before any modification, including changes to staffing or Grantee name changes, of this Grant Agreement is valid.

- A. The Grantee may request formal amendments to this Grant Agreement including, but not limited to, the following:
  - Change in Grantee's name or address
  - Change matching fund requirements
- B. Request for amendments must:
  - i. be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department;
  - ii. be submitted to the Grant Manager at least three (3) months prior to when the amendment is needed, but not less than six (6) months prior to the Grant Agreement end date;
  - 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; and  
Include copies of the document(s) to amend and revised document(s) with those changes.
- C. The Grant Manager shall respond in writing within seven (7) days from receipt of request to approve or deny the request for amendment, including the reason for the decision.



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- D. 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.

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**EXHIBIT B, ATTACHMENT 1**

**BUDGET DETAIL WORKSHEET**

|   | SALCP REQUEST    | MATCH FUNDING   | TOTAL FUNDING    |
|---|------------------|-----------------|------------------|
| <b>PERSONNEL</b>  |                  |                 |                  |
| Mo Co Resource Management Agency Staff  | \$104,976        | \$33,147        | \$138,123        |
| Ag Commissioner Staff   | \$21,390         | \$0             | \$21,390         |
| County Counsel  | \$56,000         | \$0             | \$56,000         |
| Consultant Services in lieu of Staff  | \$0              | TBD             | TBD              |
| <b>SUBTOTAL</b>   | <b>\$182,366</b> | <b>\$33,147</b> | <b>\$215,513</b> |
| <b>OPERATING EXPENSES</b>   |                  |                 |                  |
| Interpretation services, printing, mailing, and postage                                   | \$0              | \$12,813        | \$12,813         |
| <b>SUBTOTAL</b>   | <b>\$0</b>       | <b>\$12,813</b> | <b>\$12,813</b>  |
| <b>MISCELLANEOUS</b>  |                  |                 |                  |
| Subcontractors/Consultants  | \$0              | \$TBD           | \$TBD            |
| <b>SUBTOTAL</b>   | <b>\$0</b>       | <b>\$0</b>      | <b>\$0</b>       |
| <b>TOTAL PROJECT COST</b>   | <b>\$182,366</b> | <b>\$45,960</b> | <b>\$228,326</b> |
| <i>Approved staff and subcontractor maximum rates and estimated hours are as follows:</i> |                  |                 |                  |
| <b>PERSONNEL</b>  |                  |                 |                  |
|   | <b>RATE</b>      | <b>HOURS</b>    | <b>TOTAL</b>     |
| RMA Services Manager  | \$194.26         | 160             | \$31,081.60      |
| Management Analyst II   | \$115.34         | 80              | \$9,227.20       |
| RMA Associate Planner   | \$144.52         | 580             | \$83,821.60      |
| RMA Associate Planner   | \$144.52         | 340             | \$49,136.8       |
| Intern (Ag Commissioner's Office)   | \$17.00          | 384             | \$6,528          |
| Ag Commissioner Policy Manager  | \$151.43         | 200             | \$30,286         |
| Administrative Secretary  | \$55.89          | 125             | \$6,986.25       |
| RMA GIS Analyst   | \$52.50          | 96              | \$5,040          |

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|  |         |     |            |
|--|---------|-----|------------|
| Administrative Secretary<br>(Ag Commissioner's Office) | \$68.73 | 40  | \$2,749.20 |
| County Counsel   | \$0     | 0   | \$56,000   |
| Consultant Services                                    | \$200   | 100 | \$20,000   |

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**EXHIBIT B, ATTACHMENT 2**

## QUARTERLY INVOICE SUMMARY

Department of Conservation  
 Division of Land Resource Protection  
 Email required invoice documents to: Grant Manager

Date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

|  |                                  |
|--|----------------------------------|
| Grantee Name:  | Grant Number:                    |
| Project Name:  |                                  |
| Progress Period: <i>(check box)</i><br><input type="checkbox"/> Q1 <input type="checkbox"/> Q2 <input type="checkbox"/> Q3 <input type="checkbox"/> Q4 <input type="checkbox"/> Annual | Reporting Period: _____ to _____ |

| Cost Category           | Task 1 | Task 2 | Task 3 | Task 4 | Total |
|-------------------------|--------|--------|--------|--------|-------|
| <b>Personnel</b>        |        |        |        |        |       |
| <b>Subcontractors</b>   |        |        |        |        |       |
| <b>Materials</b>        |        |        |        |        |       |
| <b>Travel</b>           |        |        |        |        |       |
| <b>Current Total</b>    |        |        |        |        |       |
| <b>Cumulative Total</b> |        |        |        |        |       |
| <b>Allocated Total</b>  |        |        |        |        |       |

**CERTIFICATION:** By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

|             |              |
|-------------|--------------|
| Print Name: | Print Title: |
| Signature:  | Date:        |

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**EXHIBIT B, ATTACHMENT 3**

**INVOICE DETAIL**

|                            |  |                 |            |
|----------------------------|--|-----------------|------------|
|                            |  | Invoice Number: |            |
| Grantee:                   |  | Grant Number:   |            |
| Project Name:              |  |                 |            |
| Reporting Period:          |  | (Start Date)    | (End Date) |
| <b>Invoice Grand Total</b> |  | <b>\$0.00</b>   |            |

| Ref #    | Cost Category                 | Amount    | Task # (from Work Plan) |
|----------|-------------------------------|-----------|-------------------------|
| <b>1</b> | <b>PERSONNEL (list names)</b> |           |                         |
| 1.01     |                               |           |                         |
| 1.02     |                               |           |                         |
| 1.03     |                               |           |                         |
| 1.04     |                               |           |                         |
|          | Subtotal                      |           |                         |
| <b>2</b> | <b>SUBCONTRACTORS</b>         |           |                         |
| 2.01     |                               |           |                         |
| 2.02     |                               |           |                         |
| 2.03     |                               |           |                         |
| 2.04     |                               |           |                         |
|          | Subtotal                      |           |                         |
| <b>3</b> | <b>Materials</b>              |           |                         |
| 3.01     |                               |           |                         |
| 3.02     |                               |           |                         |
| 3.03     |                               |           |                         |
| 3.04     |                               |           |                         |
|          | Subtotal                      |           |                         |
| <b>4</b> | <b>TRAVEL</b>                 |           |                         |
| 4.01     |                               |           |                         |
| 4.02     |                               |           |                         |
| 4.03     |                               |           |                         |
| 4.04     |                               |           |                         |
|          | Subtotal                      |           |                         |
|          | <b>Invoice Subtotal</b>       | <b>\$</b> | <b>-</b>                |

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**EXHIBIT B, ATTACHMENT 4**

**FINAL INVOICE SUMMARY**

Department of Conservation  
 Division of Land Resource Protection  
 Email required invoice documents to: Grant Manager

Date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

|                   |               |
|-------------------|---------------|
| Grantee Name:     | Grant Number: |
| Project Name:     |               |
| Reporting Period: | to            |

| Cost Category           | Task 1 | Task 2 | Task 3 | Task 4 | Total |
|-------------------------|--------|--------|--------|--------|-------|
| Personnel               |        |        |        |        |       |
| Subcontractors          |        |        |        |        |       |
| Materials               |        |        |        |        |       |
| Travel                  |        |        |        |        |       |
| <b>Current Total</b>    |        |        |        |        |       |
| <b>Cumulative Total</b> |        |        |        |        |       |
| <b>Allocated Total</b>  |        |        |        |        |       |

**CERTIFICATION:** By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

|             |              |
|-------------|--------------|
| Print Name: | Print Title: |
| Signature:  | Date:        |

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**EXHIBIT B, ATTACHMENT 5**

**INVOICE DISPUTE NOTIFICATION**

|                    |  |                        |
|--------------------|--|------------------------|
| GRANTEE<br>ADDRESS |  | INVOICE DATE           |
|                    |  | INVOICE NUMBER         |
|                    |  | INVOICE AMOUNT<br>\$   |
|                    |  | DATE INVOICE RECEIVED  |
|                    |  | GRANT AGREEMENT NUMBER |

The invoice referenced above is disputed for the following reasons:

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

Comments:

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

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

**IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:**

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

|  |                                     |          |
|--|-------------------------------------|----------|
| RETURN A COPY OF THIS NOTIFICATION WITH THE<br>CORRECTED INVOICE TO: | <b>STATE OF CALIFORNIA USE ONLY</b> |          |
|  | DATE DISPUTE RESOLVED               | INITIALS |
|  | RESOLUTION                          |          |

## **GENERAL TERMS AND CONDITIONS**

### **1. Approval**

This 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 amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Grant Agreement not incorporated in this Grant Agreement is binding on any of the parties.

### **3. Assignment**

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

### **4. Records Retention**

A. The Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, amendments, modifications, letters, email correspondences, financial records, documents and required reports for a minimum of three (3) 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. The Grantee shall adequately protect all records, physical and electronic from loss, damage or destruction during the three (3) year retention period.

### **5. Audit**

A. Grant funded projects are subject to audit by the State of California at least annually for three (3) years. Grantee agrees that the SGC, 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 will 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 SGC, Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. The Grantee shall be given advance notice when the grant funded Project is selected for an audit or review by the SGC, Department, Department of Finance, Bureau of State Audits, or their designated representative.



The 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, the 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. The 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 save 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 or 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 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure 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.

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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.

#### **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**

In the event that 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.

## **SPECIAL TERMS AND CONDITIONS**

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

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

### **2. Subcontractors**

The Department's contractual relationship is with the Grantee, and not any of its subcontractors. The Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet (Exhibit B, Attachment 1), 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. The 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.

Any requests to add or modify subcontractors requires file documentation that the proposed subcontractor was selected in compliance with the Grantee's competitive bidding and sole sourcing requirements.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The 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 the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to the Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor

### **3. No Third Party Beneficiaries**

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

### **4. Project Monitoring and Oversight**

Project monitoring and oversight is essential to ensure the Project stays within scope and completed on schedule and within budget in accordance with this Grant Agreement. The Department and Grantee will work collaboratively to ensure the Grant is administered and easement acquired in a timely fashion.

## 5. Dispute Resolution

In the event of a dispute, both parties shall deal in good faith and attempt to resolve all disputes informally. During a dispute, the Grantee shall continue the responsibilities and obligations under the terms of this Grant Agreement during a dispute.

- A. The Grantee shall first attempt to resolve the dispute with the Grant Manager.
- B. If the Grantee contests the decision made by the Grant Manager, the Grantee must submit, in writing, a "Notice of Dispute" on official letterhead to the Division Director, Division of Land Resource Protection or its designee.

i. The dispute notification shall include:

- a. the Grant Agreement number;
- b. a complete description of the basis for the dispute;
- c. legal authority or pertinent facts, supporting arguments and documentation;
- d. action requested for resolution; and
- e. an "Authorized Signatory" on file with the Department.

ii. The dispute notification shall be sent to:

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

iii. Within 30 days after receipt of the "Notice of Dispute," the Division Director, Division of Land Resource Protection or its designee shall review the dispute and submit a written decision to the Grantee which shall include:

- a. the decision made;
- b. an explanation for the decision in accordance with this Agreement; and
- c. whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision.

## 6. Termination

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- A. Completion of Project.** This Grant Agreement shall automatically terminate upon completion of the project and payment of the Final Invoice.
- B. Without Cause.** Either Party may terminate this Grant Agreement without cause 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 the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date.
- C. For Cause.** The Department may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided.

## 7. Severability

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

## 8. Waiver of Rights

- A.** The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B.** The 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.

## 9. Insurance Requirements

- A.** A Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B.** If the 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 the Grantee, its subcontractors or its employees engaged in the provision of service specified in this Agreement:
  - i.** Worker's 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 with limits not less than the amounts below combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
  - 7 or fewer passengers: \$1,000,000
  - 8-15 passengers: \$1,500,000
  - 16+ passengers: \$5,000,000
- 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. The 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. The Grantee shall notify the Department in writing electronically within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
- F. The Grantee shall submit electronically 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.

## 10. Stop Work

In the event that it is determined at the sole discretion of the Department that the 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, the Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to the Grantee to resume work under this Grant Agreement.

## 11. Publicity

The Grantee agrees that it will acknowledge the SGC's and the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

*"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."*

Media: The 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 DOC. All press releases must be approved by the DOC prior to distribution and the DOC must be alerted and invited to participate in any and all press conferences related to the grant.

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

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

Grantee 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; and,
  - 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; and,
  - 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: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

## **13. 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.)

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

Under State of California laws, the 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.

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

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