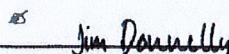
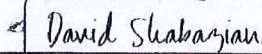


State of California - Department of Conservation <b>GRANT AGREEMENT</b> (new 12/18)		GRANT AGREEMENT NUMBER: <b>3019-904</b> FI\$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation and County of Mendocino (Grantee):		
2. The Grant Agreement Term is:	From March 15, 2020 through March 14, 2022 (Or upon execution of this Grant Agreement by both parties, whichever is later)	
3. The maximum amount of this Grant Agreement is:	\$208,600	
4. The Grantee, by executing this Grant Agreement, agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Grant Agreement:		
Exhibit A Scope of Work	5 Page(s)	
Exhibit B Budget Detail and Payment Provisions	5 Page(s)	
Exhibit C General Terms and Conditions	3 Page(s)	
Exhibit D Special Terms and Conditions	6 Page(s)	
Attachment 1 Authorized Signatory Form	1 Page(s)	
Attachment 2 Work Plan	5 Page(s)	
Attachment 3 Quarterly Progress Report Template	1 Page(s)	
Attachment 4 Final Report Template	1 Page(s)	
Attachment 5 Budget Detail Worksheet	2 Page(s)	
Attachment 6 Monthly Invoice Summary	1 Page(s)	
Attachment 7 Invoice Detail	1 Page(s)	
Attachment 8 Final Invoice Summary	1 Page(s)	
Attachment 9 Invoice Dispute Notification	1 Page(s)	
<b>IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.</b>		
<b>GRANTEE</b>		
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mendocino		
BY (Authorized Signature) 	DATE SIGNED 2/27/2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Donnelly, Mendocino County Agriculture Commissioner		
ADDRESS 890 North Bush Street Ukiah, CA 95482		
<b>STATE OF CALIFORNIA</b>		
Agency Name: Department of Conservation		
BY (Authorized Signature) 	DATE SIGNED 3/19/2020	
PRINTED NAME AND TITLE OF PERSON SIGNING David Shabazian, Director		
ADDRESS 801 K Street Sacramento, CA 95814		



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

*Jim Dmally*  
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2710

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: 3019-904

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_

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

NAME AND ADDRESS OF CONTRACTOR:

State of California Dept of Conservation  
Attn: David Shabazzian - Director  
801 K Street, Sacramento, CA  
95814

COUNTY OF MENDOCINO

By: *John Haschak*  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: MAR 25 2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Sandra Demko*  
Deputy MAR 25 2020

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Sandra Demko*  
Deputy MAR 25 2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
Acting County Counsel

By: *Matthew Kiedrowski*  
Deputy

Date: 3/19/2020

INSURANCE REVIEW:

By: *Carmel J. Angelo*  
Risk Management

Date: 3/19/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Jason D. ...*  
Deputy CEO

Date: 3/19/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_  
Mendocino County Business License: Valid ☐ \_\_\_\_\_  
Exempt Pursuant to MCC Section: \_\_\_\_\_

## IN WITNESS WHEREOF

## DEPARTMENT FISCAL REVIEW:

*Jim Dineen*  
 DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 2710

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: 3019-904

## COUNTY OF MENDOCINO

By: JOHN HASCHAK, Chair  
 BOARD OF SUPERVISORS

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

## ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
 Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
 Deputy

## INSURANCE REVIEW:

*Carmel J. Angelo*  
 By: \_\_\_\_\_  
 Risk Management

Date: 3/19/2020

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

## CONTRACTOR/COMPANY NAME

By: See page 1

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

## NAME AND ADDRESS OF CONTRACTOR:

State of California Dept of Conservation  
Attn: David Stobazian - Director  
801 K Street, Sacramento, CA  
95814

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

## COUNTY COUNSEL REVIEW:

## APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
 Acting County Counsel

By: Matthew Kiedrowski  
 Deputy

Date: 3/19/2020

## EXECUTIVE OFFICE/FISCAL REVIEW:

*James R. ...*  
 By: \_\_\_\_\_  
 Deputy CEO

Date: 3/19/2020

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

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
 Exception to Bid Process Required/Completed ☐ \_\_\_\_\_  
 Mendocino County Business License: Valid ☐  
 Exempt Pursuant to MCC Section: \_\_\_\_\_



## DEPARTMENT OF CONSERVATION AGREEMENT ROUTING FORM

CONTRACTOR: County of Mendocino		
AGREEMENT/ GRANT #: 3019-904	AMENDMENT #:	DIVISION: DLRP
AGREEMENT/ GRANT TERM: March 15, 2020 through March 14, 2022	AMT. \$208,600	FY: 18/19
ROUTING INITIATED BY: Michael Shaw		on 3/19/2020

**AGREEMENT SUBJECT AND PURPOSE:**

The purpose of this Grant Agreement is as follows:

This is a Sustainable Agricultural Lands Conservation Program (SALC) Planning grant administered by the California Department of Conservation on behalf of the Strategic Growth Council to protect valuable agricultural lands while also supporting sustainable housing development and build a sustainable and resilient agricultural community through promotion of climate beneficial farming practices that sequester carbon and reduce GHG emissions.

This grant agreement must be signed by the Director of DOC.

FUNDING SOURCE:	PRE-APPROVAL BY DIVISION:
-----------------	---------------------------

**PRU ROUTING:**

1. ADMINISTRATIVE SERVICES OFFICE (PREP/ REVIEW)	Contracts Analyst: <i>Benjamin Brown</i> DocuSigned by: on 3/19/2020	Contract Office Comments:															
2. LEGAL OFFICE (REVIEW/ APPROVAL)	Legal Counsel: <i>Jed Lindstrom</i> DocuSigned by: on 3/19/2020																
3. DIRECTOR'S OFFICE (REVIEW/ APPROVAL)	Director/Deputy Director/Assistant Director: <i>(Signature)</i> DocuSigned by: on 3/19/2020																
4. ACCOUNTING OFFICE (REVIEW/ APPROVAL)	Accounting Officer: <i>(Signature)</i> DocuSigned by: on 3/19/2020																
5. ADMINISTRATIVE SERVICES OFFICE (DISTRIBUTION)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">TRACKING</th> <th style="width: 33%;">FOLDER</th> <th style="width: 33%;">DISTRIBUTION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> FISCAL PO</td> <td><input type="checkbox"/> Neg. Evaluation</td> <td><input type="checkbox"/> SCO</td> </tr> <tr> <td><input type="checkbox"/> FISCAL Contract</td> <td><input checked="" type="checkbox"/> Unions</td> <td><input type="checkbox"/> Accounting</td> </tr> <tr> <td><input type="checkbox"/> Database</td> <td><input checked="" type="checkbox"/> STD 16.</td> <td><input type="checkbox"/> Contracts</td> </tr> <tr> <td><input type="checkbox"/> Excel</td> <td><input type="checkbox"/> Approved Copy</td> <td><input type="checkbox"/> Division</td> </tr> </tbody> </table>		TRACKING	FOLDER	DISTRIBUTION	<input type="checkbox"/> FISCAL PO	<input type="checkbox"/> Neg. Evaluation	<input type="checkbox"/> SCO	<input type="checkbox"/> FISCAL Contract	<input checked="" type="checkbox"/> Unions	<input type="checkbox"/> Accounting	<input type="checkbox"/> Database	<input checked="" type="checkbox"/> STD 16.	<input type="checkbox"/> Contracts	<input type="checkbox"/> Excel	<input type="checkbox"/> Approved Copy	<input type="checkbox"/> Division
TRACKING	FOLDER	DISTRIBUTION															
<input type="checkbox"/> FISCAL PO	<input type="checkbox"/> Neg. Evaluation	<input type="checkbox"/> SCO															
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<input type="checkbox"/> Excel	<input type="checkbox"/> Approved Copy	<input type="checkbox"/> Division															
Contracts Office: on / /																	



## **EXHIBIT A**

### **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.

Agricultural Land Conservation Planning grants provide funds to cities and counties in collaboration with local stakeholders to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses. This component of the program incentivizes local governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces greenhouse gas emissions, supports job creation, and benefits AB 1550 populations.

The Department released the Final Grant Guidelines & Applications on December 20, 2019. The Guidelines are hereby incorporated by reference and made a part hereof. In the event of a conflict between the Guidelines and this Agreement, the terms of this Agreement shall control. In accordance with the Guidelines, Grantee submitted application SALC18\_PG\_04\_MEN on September 13, 2019. The Council awarded a Planning grant at its December 17, 2019 meeting.

#### **2. Project Statement**

The goals of this project are to protect valuable agricultural lands while also supporting sustainable housing development and build a sustainable and resilient agricultural community through promotion of climate beneficial farming practices that sequester carbon and reduce GHG emissions. The project will implement key action items recommended in the Ag Lands Strategy and by building community support for a growth management program that acknowledges the value of both housing and important ag land and includes reasonable urban growth boundaries. Recommended action items that will be implemented through the proposed project include the development of an agricultural component for a future countywide Climate Action Plan, the scaling up of a Carbon Farm Plan and Soil Health program and increasing landowner participation in the Williamson Act and conservation easement programs.

Tasks necessary to complete the County Agricultural and Working Landscape Conservation Plan are set forth in the Work Plan (Attachment 2). This is the "Project."

### 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 (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
Jim Donnelly	Agricultural Commissioner	(707) 234-6830	donnelly@mendocinocounty.org
Deanna Norton	Office Services Supervisor	(707) 234-6930	nortond@mendocinocounty.org

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. 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 (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 5). 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 (Attachment 2) and Budget Detail Worksheet (Attachment 5).
- 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 B.
- Providing all required documents during an audit as specified in the Audit section of Exhibit B.
- Retaining all records of all required documents as specified in the Records Retention section of Exhibit B.

## **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, provide quarterly progress reports and a final 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 (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. Reports must be submitted to the Grant Manager by the required due dates:

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

- ii. 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 fall on a weekend or on a state-recognized holiday, reports will be due on the first working day following the weekend or holiday.

### C. Quarterly Progress Reports

- i. Quarterly Progress Reports must be completed using the attached Quarterly Progress Report template (Attachment 3).



- ii. Quarterly Progress Reports shall describe milestones achieved by task/subtask, deliverables met, work completed, funding expended, interim findings or success stories, challenges and opportunities that occurred during the quarter, and will also include any anticipated modifications for the project budget or work plan in the next quarter. The description of work and accomplishments of each task/subtask must have sufficient detail to provide a basis for payment of invoices.
- iii. Quarterly Progress Report should directly address tasks/subtasks, timelines, deliverables, and associated costs and match funding as described in the Work Plan (Attachment 2) and the Budget Detail Worksheet (Attachment 5).

**D. Final Report**

- i. The Final Report must be completed using the attached Final Report template (Attachment 4).
- ii. The Final Report shall describe the Project's deliverables, accomplishments, how grant funds were expended, including findings, challenges, conclusions and recommendations.
- iii. 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.

**EXHIBIT B****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 (Attachment 5). 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 the Department agrees to reimburse the Grantee for actual expenditures for tasks completed in accordance with the rates specified in the Budget Detail Worksheet (Attachment 5).
- 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 invoices to the Grant Manager not more than on a monthly basis.
- B.** A request for payment shall consist of, but is not limited to the following:
- i. A complete and accurate Monthly Invoice Summary (Attachment 6). 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 (Attachment 7). 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 (Attachment 8) and the Invoice Detail (Attachment 7) 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 funding 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 (Attachment 9)

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 Planning 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.

- 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 (Attachment 5) which should be tied to tasks and deliverables in the Work Plan (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 in the scope of work
  - Change to the work plan activities, timeline or deliverables
  - Change matching fund requirements
  - Addition of an additional year to the Term.
- 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;



STATE OF CALIFORNIA  
Department of Conservation  
**GRANT AGREEMENT**  
Sustainable Agricultural Lands Conservation Program

County of Mendocino]  
3019-904  
Agricultural Land Conservation Planning Grant  
Page **11** of **34**

- 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.
- 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.

## **EXHIBIT C**

### **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



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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.

## **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.

## **EXHIBIT D**

### **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 (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. 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 it's 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 it's 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

- 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**

All project publicity should acknowledge "California Climate Investments" as a source of funding. All written media-related or public outreach products should also include the CCI logo in a manner consistent with the most current version of the CCI Logo Usage

Guidelines. Websites, announcements, press releases, and publications must also include specific CCI acknowledgement language as delineated in CARB's most recent Cap-and-Trade Auction Proceeds, Funding Guidelines for Agencies that Administer California Climate Investments and available through the Department.

Grantees should include the email address: CCIpress@arb.ca.gov on any distribution lists and post the @CAClimateInvest Twitter link on its website.

The most recent Logo Usage Guidelines are available through the Department and are posted on the California Climate Investments website at <http://www.caclimateinvestments.ca.gov/logo-graphics-request/>.

## **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



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applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### **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.

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**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:** Jim Donnelly **Title:** Ag Commissioner

**Signature:** Jim Donnelly **Date:** 2/27/2020

**Delegated Authorized Signatories:**

1. **Name:** Deanna Norton **Title:** Office Services Supervisor

**Signature:** Deanna Norton **Date:** 2/27/2020

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

2. **Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

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

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## ATTACHMENT 2

### WORK PLAN

Work Plan Summary				
High Level Task/Detailed Sub-Task (with Deliverables)	Responsible Party/Parties (City, County, Consultant, etc.)	Timetable (Length of time to complete, targeted date of completion, and identify dependent tasks)	Estimated SALC Cost	Estimated Match
<b>TASK 1: Develop an agricultural component for a Mendocino County Climate Action Plan. (Lead: MCRCD).</b> <b>TOTAL Task 1 Match: \$9,000, Task 1 SALC: \$69,750</b>				
<b>Task 1.1:</b> Organize and convene a Technical Advisory Committee to oversee development of the agricultural component of the Climate Action Plan (CAP).  <i>Deliverables:</i> 6 meetings; sign-in sheets, meeting minutes	MCRCD MC Ag. Dept. NRCS MC Farm Bureau	Months 1-22 Target date first meeting: June 2020	\$69750	\$9,000
<b>Task 1.2:</b> Organize and convene stakeholder meetings to solicit input and engage community members in CAP development.  <i>Deliverables:</i> 4 meetings; sign-in sheets, meeting minutes	MCRCD	Months 3 – 18 Target date first meeting: September 2020		
<b>Task 1.3:</b> Conduct an initial, baseline emissions inventory and compile a suite of recommended measures to reduce GHG emissions and increase carbon sequestration on Mendocino County ag land.  <i>Deliverables:</i> emissions inventory report with data source summary and description of proposed measures to reduce GHG emission.	MCRCD Consultant	Months 3 – 14 Target date for completion: May 2021		
<b>Task 1.4:</b> Meet with County officials to develop emission reduction targets and identify primary and supporting measures most feasible for meeting reduction goals for the ag. sector.  <i>Deliverables:</i> 4 meetings with minutes, summary report with reduction targets and measures.	MCRCD MC Ag. Dept. NRCS MC Farm Bureau	Months 13 – 18 Target date for completion: September 2021		

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Work Plan Summary				
High Level Task/Detailed Sub-Task (with Deliverables)	Responsible Party/Parties (City, County, Consultant, etc.)	Timetable (Length of time to complete, targeted date of completion, and identify dependent tasks)	Estimated SALC Cost	Estimated Match
<b>Task 1.5:</b> Review draft agricultural component of CAP with county officials and other stakeholders.  <i>Deliverables:</i> 2 meetings, meeting minutes, final draft CAP ag. chapter report.	MCRCD MC Ag. Dept. NRCS MC Farm Bureau	Months 18-21 Target date for completion: December 2021		
<b>TASK 2: Expand the Carbon Farm Planning Program and local Soil Health Initiative. (Lead: MCRCD). TOTAL Task 2 Match: \$8,000, Task 2 SALC: \$33,837</b>				
<b>Task 2.1:</b> Conduct 2 workshops/field days for farmers focused on climate beneficial farming practices and soil health.  <i>Deliverables:</i> sign-in sheets, agenda, announcements	MCRCD NRCS	Months 8 – 19 Target date 1 <sup>st</sup> workshop: November 2021	\$33,837	\$8,000
<b>Task 2.2:</b> Develop 4 carbon farm plans.  <i>Deliverables:</i> 4 carbon farm plans that include GIS mapping, natural resource inventory, Conservation Plan for improving carbon sequestration practices.	MCRCD	Months 1-21 Target date for completion: December 2021		
<b>Task 2.3:</b> Conduct 10 soil health assessments to raise awareness and advise management decisions for grape growers.  <i>Deliverables:</i> 10 soil health assessment reports including comprehensive lab analysis of biological, physical and chemical soil properties, and management recommendations.	MCRCD NRCS	Months 1-15 Targeted date for completion: June 2021		
<b>TASK 3: Increase participation in Williamson Act and Conservation Easement programs. (Lead: Farm Bureau). TOTAL Task 3 Match: \$7,620, Task 3 SALC: \$30,098</b>				
<b>Task 3.1:</b> Coordinate with the County Ag Commissioner, Assessors Office, and other departments to improve monitoring of Williamson Act program and promote the Williamson Act to increase enrollment by eligible producers.	MC Ag Dept. MC Farm Bureau MLT IMLT AVLT	Months 3 – 21 Targeted date for completion: December 2021	\$30,098	\$7,620



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Work Plan Summary				
High Level Task/Detailed Sub-Task (with Deliverables)	Responsible Party/Parties (City, County, Consultant, etc.)	Timetable (Length of time to complete, targeted date of completion, and identify dependent tasks)	Estimated SALC Cost	Estimated Match
<i>Deliverables:</i> Copy of report to County Board of Supervisors summarizing compliance monitoring activity by Ag. Dept; notification template sent to producers; Farm Bureau/Land Trust correspondence to producers.				
<b>Task 3.2:</b> Conduct a targeted outreach effort to owners of agricultural parcels identified as high conversion risk to raise awareness about the Williamson Act and conservation easement programs.  <i>Deliverables:</i> number of landowners contacted with parcel number, post-cards and direct mailings, summary report entailing personal conversations and meetings with landowners.	MC Farm Bureau MLT IMLT AVLT	Months 3-6 Targeted date for completion: September 2020		
<b>Task 3.3:</b> Conduct 2 farmland conservation workshops that include presentations and discussion on the benefits of farmland preservation, the Williamson Act, and conservation easement programs.  <i>Deliverables:</i> sign-in sheets, agenda, announcements	MC Farm Bureau MLT IMLT AVLT	Months 3-20 Targeted completion date: November 2021		
<b>TASK 4: Increase communication with diverse stakeholders regarding the coalescence of agricultural land conservation and sustainable housing development. (Lead: LAFCO)</b> <b>TOTAL Task 4 Match: \$18,510, Task 4 SALC \$74,915</b>				

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Work Plan Summary				
High Level Task/Detailed Sub-Task (with Deliverables)	Responsible Party/Parties (City, County, Consultant, etc.)	Timetable (Length of time to complete, targeted date of completion, and identify dependent tasks)	Estimated SALC Cost	Estimated Match
<b>Task 4.1:</b> Convene and facilitate monthly meetings of the Mendocino County Sustainable Ag lands Committee to maintain communication among project partners, refine planning strategies and expand dialogue between Committee members, public officials, housing development advocates, and other stakeholders.  <i>Deliverables:</i> sign-in sheets, meeting minutes, agenda	MCRCD LAFCO MC Ag. Dept. MC Farm Bureau NRCS Land Trusts MLT IMLT AVLT	Months 1 – 23 Targeted completion date: February 2022	\$74,915	\$18,510
<b>Task 4.2:</b> Organize and convene 6 meetings with specific stakeholder groups including realtors, City and County planning officials, housing advocacy groups and conservation organizations to explain Ag Lands Strategy objectives and solicit input. Participate in meetings and workshops that discuss zoning and the Housing Element of the Mendocino County General Plan.  <i>Deliverables:</i> sign-in sheets, meeting minutes, agendas	LAFCO MCRCD MLT IMLT AVLT	Months 3-18 Targeted completion date: September 2021		
<b>Task 4.3:</b> Update GIS shapefiles and data layers associated with the development of the Ag Lands Strategy and make that data available on a Web Portal hosted by the Mendocino County Resource Conservation District for use by multiple stakeholders, including County Ag and Planning departments.  <i>Deliverables:</i> shapefiles with link to interactive MCRCD website	MCRCD Data Consultant	Months 3-18 Targeted completion date: September 2021		
<b>Task 4.4:</b> Conduct a media campaign including press releases to local newspapers and radio broadcast appearances such as	MCRCD MLT	Months 3-20		

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Work Plan Summary				
High Level Task/Detailed Sub-Task (with Deliverables)	Responsible Party/Parties (City, County, Consultant, etc.)	Timetable (Length of time to complete, targeted date of completion, and identify dependent tasks)	Estimated SALC Cost	Estimated Match
the KZYX Farm and Garden Show and the Ecology Hour to explain Ag Land Strategy objectives  <i>Deliverables:</i> 4 press releases, link to 2 radio broadcast or copy of radio schedule	IMLT AVLT	Targeted completion date: December 2021		
<b>Task 4.5:</b> Distribute educational materials such as fact sheets, e-newsletters, and postings on existing on-line communication platforms.  <i>Deliverables:</i> 4 fact sheets, link to partner websites, 8 e-newsletters	MCRC MC Ag. Dept MC Farm Bureau NRCS MLT IMLT AVLT	Months 3-20 Targeted completion date: December 2021		

SUMMARY		match	grant
Task 1		\$9,000	\$69,750
Task 2		\$8,000	\$33,837
Task 3		\$7,620	\$30,098
Task 4		\$18,510	\$74,915
<b>TOTAL</b>		<b>\$43,130</b>	<b>\$208,600</b>

**ATTACHMENT 3****QUARTERLY PROGRESS REPORT**

		Date Report Submitted:	
Grantee Name:		Grant Number:	
Project Name:			
Progress Period: <i>(check box)</i> <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, filers, 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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## 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 (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 (Attachment 2) and Budget Detail Worksheet (Attachment 5).
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: \_\_\_\_\_

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**ATTACHMENT 5****BUDGET DETAIL WORKSHEET**

Project Title			
	SALC Program REQUEST	MATCH FUNDING	TOTAL FUNDING
<b>Personnel including Applicant's staff, stakeholders, contractors and consultants</b>			
County of Mendocino (AgComm)	\$ 10,000	\$ 12,500	\$ 22,500
Mendocino County Resource Conservation District (MCRCD)	\$ 94,800	\$ 4,430	\$ 99,230
Mendocino Land Trust (MLT)	\$ 10,200	\$ 3,400	\$ 13,600
Inland Mendocino Land Trust (IMLT)	\$ 10,200	\$ 3,400	\$ 13,600
Anderson Valley Land Trust (AVLT)	\$ 10,200	\$ 3,400	\$ 13,600
Mendocino Local Agency Formation Commission (LAFCO)	\$ 10,200	\$ 4,000	\$ 14,200
Environmental Consultant	\$ 30,000	\$ -	\$ 30,000
Website Database Consultant	\$ 12,000	\$ -	\$ 12,000
USDA Natural Resource Conservation Service (NRCS)	\$ -	\$ 8,000	\$ 8,000
Mendocino County Farm Bureau	\$ -	\$ 4,000	\$ 4,000
Subtotal	\$ 187,600	\$ 43,130	\$ 230,730
<i>Note: Information regarding Personnel and subcontractors is entered on page 2 of the Budget</i>			
<b>Operating Expenses</b>			
Database hosting, and maintenance fees (Task 14)	\$ 2,000	\$ -	\$ 2,000
Workshop Rental Space (4 x \$1000)	\$ 4,000	\$ -	\$ 4,000
Subtotal	\$ 6,000	\$ -	\$ 6,000
<b>Miscellaneous (itemize/explain—examples provided)</b>			
Postage, Advertising, Printing	\$ 10,000	\$ -	\$ 10,000
Travel reimbursement	\$ 5,000	\$ -	\$ 5,000
Subtotal	\$ 15,000	\$ -	\$ 15,000
<b>TOTAL PROJECT COST</b>	<b>\$ 208,600</b>	<b>\$ 43,130</b>	<b>\$ 251,730</b>

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## BUDGET DETAIL WORKSHEET CONTINUED

<b>Personnel</b>						
Personnel including Applicant's staff, stakeholders, contractors and consultants required to accomplish the project should be listed in this table.						
TITLE	RATE	In-Kind Hours	Grant HOURS	TOTAL	Cash match	In-kind Match
Agricultural Commissioner (County of Mendocino)	\$ 125.00	20	80	\$ 12,500	\$ 10,000	\$ 2,500
Executive Director (MCRCD)	\$ 100.00	40	120	\$ 16,000	\$ 430	\$ 4,000
Program Manager (MCRCD)	\$ 90.00	0	800	\$ 72,000	\$ -	\$ -
GIS Mapping, Database Expertise (MCRCD)	\$ 90.00	0	120	\$ 10,800	\$ -	\$ -
Project Manager (MLT)	\$ 85.00	40	120	\$ 13,600	\$ -	\$ 3,400
Project Manager (IMLT)	\$ 85.00	40	120	\$ 13,600	\$ -	\$ 3,400
Project Manager (AVLT)	\$ 85.00	40	120	\$ 13,600	\$ -	\$ 3,400
Project Manager (LAFCO)	\$ 100.00	40	102	\$ 14,200	\$ -	\$ 4,000
Environmental Consultant (Task 3)	\$ 150.00	0	200	\$ 30,000	\$ -	\$ -
Website Database Consultant (Task 14)	\$ 120.00	0	100	\$ 12,000	\$ -	\$ -
District Conservationist (USDANRCS)	\$ 100.00	80	0	\$ 8,000	\$ -	\$ 8,000
Executive Director (Farm Bureau)	\$ 100.00	40	0	\$ 4,000	\$ -	\$ 4,000
<b>Totals:</b>		<b>340</b>	<b>1882</b>	<b>\$ 220,300</b>	<b>\$ 10,430</b>	<b>\$ 32,700</b>

STATE OF CALIFORNIA  
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 Sustainable Agricultural Lands Conservation Program

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 3019-904  
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## ATTACHMENT 6

# MONTHLY 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> <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
Personnel					
Subcontractors					
Materials					
Travel					
Current Total					
Cumulative Total					
Allocated Total					

**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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**ATTACHMENT 7**

**INVOICE DETAIL**  
**INVOICE DETAIL**

		Invoice Number:	
Grantee:		Grant Number:	
Project Name:			
Reporting Period:		(Start Date)	(End Date)
Invoice Grand Total		\$0.00	

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

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## ATTACHMENT 8

### FINAL INVOICE SUMMARY

Department of Conservation  
 Division of Land Resource Protection

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

Email required invoice documents to: Grant Manager

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

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

Cost Category	Task 1	Task 2	Task 3	Task 4	Total
Personnel					
Subcontractors					
Materials					
Travel					
Current Total					
Cumulative Total					
Allocated Total					

**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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**ATTACHMENT 9****INVOICE DISPUTE NOTIFICATION**

<b>GRANTEE ADDRESS</b>	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	

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

**3019-904**

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME County of Mendocino		2. FEDERAL I.D. NUMBER 946000520
3. AGENCY TRANSMITTING AGREEMENT Department of Conservation	4. DIVISION, BUREAU, OR OTHER UNIT Division of Land Resource Protection	5. AGENCY BILLING CODE 13082
6a. CONTRACT ANALYST NAME Michael Shaw	6b. EMAIL michael.shaw@conservation.ca.gov	6c. PHONE NUMBER (916) 324-0869
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

## 8. BRIEF DESCRIPTION OF SERVICES

The Sustainable Agricultural Lands Conservation (SALC) program's Strategy and Outcome component supports the protection and management of California's agricultural lands. Through planning and permanent protection of farm and ranch lands via agricultural easements, the SALC program will prevent increases in GHG emissions by limiting opportunities for expansive, vehicle dependent forms of development in favor of more focused, compact, and transit oriented development within discrete growth boundaries. Short term grants to counties, cities, and partners, to inventory and evaluate which agricultural lands are most highly productive and critically threatened and develop locally appropriate strategies, programs and actions that ensure the long term protection of those lands.

## 9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The goals of this project are to protect valuable agricultural lands while also supporting sustainable housing development and build a sustainable and resilient agricultural community through promotion of climate beneficial farming practices that sequester carbon and reduce GHG emissions. The project will implement key action items recommended in the Ag Lands Strategy and by building community support for a growth management program that acknowledges the value of both housing and important ag land and includes reasonable urban growth boundaries.

## 10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate    ☐ Quarterly    ☐ One-Time Payment    ☐ Progress Payment  
☒ Itemized Invoice    ☐ Withhold \_\_\_\_\_ %    ☐ Advanced Payment Not To Exceed \_\_\_\_\_  
☐ Reimbursement / Revenue \_\_\_\_\_ or \_\_\_\_\_ %  
☒ Other (Explain) Not more than monthly

## 11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Greenhouse Gas Reduction Fund -3228	3480-602-3228	19/20	323	2015	\$208,600.00

OBJECT CODE

702.21

AGREEMENT TOTAL

**\$208,600.00**

## OPTIONAL USE

3400/[TBD] AR: 602 Fund: 3228 Program: [TBD] Structure: 34803400

ALT Account: 5432000021

Title: LA2019 SALC PLN MENDOCINO

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$208,600.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE

\$208,600.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

Tina Ramirez

4/1/2020

ACE5E460E13D461...



STATE OF CALIFORNIA

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STD 215 (Rev. 08/2017)

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**3019-904**

AMENDMENT NUMBER

## 12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	March 15, 2020	March 14, 2022	\$208,600.00	Exempt (RFGA)
Amendment 1				
Amendment 2				
<b>TOTAL</b>			\$208,600.00	

## 13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement  
☐ Invitation for Bid (IFB)
 ☐ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)  
☒ Other (Explain) RFGA

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

## 14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

## 15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

## 16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Cost allowed by Guidelines

## 17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.  
☒ Not Applicable (Interagency / Public Works / Other RFGA )

## 17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

SIGNER'S NAME (Print or Type)

DATE SIGNED

*Benjamin Brown*

Benjamin Brown

3/30/2020

## 18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?

☐ No ☒ Yes ☐ N/A

## 19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ No ☐ Yes ☒ N/A

## 20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?

☐ None on file ☐ No ☐ Yes ☒ N/A

## 21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☐ Yes ☒ N/A

☐ No ☐ Yes ☒ N/A

## 22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

## 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

## 24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

☒ No (Explain below) ☐ Yes \_\_\_\_\_ % of Agreement

Goals do not apply to grant agreements

## 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

DATE SIGNED

*Clayton Haas*

Clayton Haas/ Assistant Director

3/30/2020

STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

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**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A Grant Agreement

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE

DocuSigned by:

*Michael Shaw*

NAME/TITLE (Print or Type)

Michael Shaw/Grant Manager

DATE SIGNED

3/30/2020

PHONE NUMBER

(916) 324-0869

STREET ADDRESS

801 K Street

EMAIL

michael.shaw@conservation.ca.gov

CITY

Sacramento

STATE

CA

ZIP

95814