

AGREEMENT NO. _____
(Agreement for Agricultural Planning & Feasibility Consultant Services)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between the **County of Yolo**, a political subdivision of the State of California (“County”) and **ICF Jones & Stokes, Inc.**, a Delaware corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as Agricultural Planning & Feasibility Consultant Services; and

WHEREAS, the County desires to obtain Agricultural Planning & Feasibility Consultant Services; and

WHEREAS, the County has entered into a contract with the State Department of Conservation, (State Agreement No 3020-910), “State contract,” a copy of which is attached as Exhibit C; and

WHEREAS, the State contract provides a specific framework for developing an agricultural conservation priority plan; and

WHEREAS, the State contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State contract; and

WHEREAS, the County circulated and distributed a Request for Qualifications, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide Agricultural Planning & Feasibility Consultant Services, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers,

agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A-C, and in a manner satisfactory to the County Administrative Officer. or his/her written designee ("Administrator") Agricultural Planning & Feasibility Consultant Services. These services include the following tasks and subtasks:

Contractor shall assist the County in the following activities, or any other work, reasonably required to complete this planning project:

- a) The Contractor shall assist the County in determining the feasibility of satisfying Section 8-2.404 of the Yolo County Zoning Code as written and analyze alternatives for the County to consider for satisfying agricultural mitigation requirements in accordance with Section 8-2.404 of the Yolo County Zoning Ordinance. Currently, the agricultural mitigation program requires projects that convert prime farmland to mitigate for a minimum of three (3) acres of agricultural land by preserving them within two (2) miles of a sphere of influence of a city or within two (2) miles of the General Plan urban growth boundary of the town of Esparto ("Esparto Urban Growth Boundary") for each acre of agricultural land converted to a predominantly non-agricultural use or zoning classification. For projects that convert non-prime farmland, a minimum of two (2) acres shall be preserved and projects that convert a mix of prime and non-prime lands shall mitigate at a blended ratio that reflects for the percentage mix of converted prime and non-prime lands within project site boundaries. Mitigation may also occur within the area bounded by County Roads 98 and 102 on the west and east, respectively, and by County Roads 29 and 27 on the north and south, respectively, in the agricultural areas between the cities of Woodland and Davis.
- b) The Contractor shall provide recommendations for how the County can help ensure that urban development can occur where appropriate, and that urban development contributes to local agricultural conservation policies in addition to statewide policies of reducing greenhouse gasses and vehicle miles traveled based on resources gathered as part of Task 2, including:

- i) Identification of alternative agricultural areas that Board of Supervisors could designate as high value to satisfy Chapter 8-2.404, Agricultural Conservation and Mitigation Program, of the Yolo County Zoning Ordinance;
- ii) An evaluation of carbon sequestration programs that could contribute to agricultural land preservation;
- iii) Evaluation of programs that result in additional preservation of agricultural lands, such as the Williamson Act Program or other Federal and State programs.

Assumptions

- i) The Contractor shall attend up to five conference calls with the County to discuss evaluation of programs that result in additional preservation of agricultural lands, high value agricultural land selection criteria, and comments on the draft Plan.
- ii) The Contractor shall attend two public meetings, or up to 16 hours total, related to the planning project.

Contractor Deliverables

- i) Outline of the Yolo County Agricultural Conservation Priority Plan (draft and final, electronic)
 - ii) Map identifying agricultural areas most at risk for conversion and those best suited for potential preservation based on selection criteria.
 - iii) Matrix of Agricultural Areas including suitability for preservation and opportunity and constraint analysis to be later developed into selection criteria for future preservation activities. Matrix should of Agricultural Areas should include justification for why the Board of Supervisors could determine the areas high value.
- c) The Contractor shall assist the County with agricultural resources data collection and assessment to use in a qualitative and quantitative geospatial analysis of resources, including, but not limited to, such topics as: public agency land use policies, including the County of Yolo, the four incorporated cities of Davis, West Sacramento, Winters, and Woodland, soil type classifications, agricultural crop types and trends, Williamson Act enrollment status of County parcels, parcel size, presence of agricultural infrastructure and other vectors such as changes in demographic, land value, ability for carbon sequestration, and distance from major cities in order to identify parcels already in permanent preservation. The Contractor shall assist in the preparation and development of selection criteria demonstrating with substantial evidence why the Board of Supervisors should consider alternative high value agricultural areas for acquisition of agricultural conservation easements.

Assumptions

- i) The Contractor shall include descriptions of the data types and sets used in the analysis and formation of the Yolo County Agricultural Conservation Priority Plan.

Contractor Deliverables

- i) Completed Matrix that catalogues agricultural resources, including both qualitative and quantitative data sets, to be included as an Appendix to Yolo County Agricultural Priority Plan (draft and final, electronic).
 - ii) Selection criteria for alternative high value agricultural areas (draft and final, electronic) and catalogue of geospatial files used in Yolo County Agricultural Priority Plan.
 - iii) Maps/Exhibits for each of the identified agricultural resources (draft and final, electronic), to be included in the Yolo County Agricultural Priority Plan.
 - iv) Map/Exhibit that illustrates the high value agricultural areas based on the selection criteria.
- d) The Contractor shall develop a public outreach schedule and implementation plan to ensure that the County provides public and private stakeholders and other project partners the ability to submit agricultural resources and to provide comment on the project. The public outreach plan shall include both in-person meetings and electronic materials distribution. Responsibilities include populating a key stakeholder list in consultation with the County. The Contractor shall also plan and implement public events and stakeholder interviews that provide opportunities for involvement and feedback in plan development. The Contractor shall work with the appropriate advisory groups within the County and solicit input as needed.

Assumptions

The Contractor shall consult with County staff during the formation of the outreach schedule to ensure that adequate opportunity to provide comment and questions related to the project is given to all the County's unincorporated communities and agricultural areas. The Contractor shall organize stakeholders into the following four main audiences, recognizing that there will be different levels of interest and decision-making among stakeholders, and that the stakeholder engagement strategy should be designed to accommodate this reality.

Providing consistent messaging about the Plan's purpose, scope and status shall be a critical component of the outreach effort. The Contractor will develop outreach materials including a Project Overview factsheet (and other brochures/factsheets as needed) that will be posted on the County website and distributed during stakeholder meetings. The development of outreach materials will include translating technical information into a more accessible format for the general public, and also translating into Spanish for the following groups:

- County departments/staff and elected officials

- Local, regional, state, and federal agencies and special districts
- Community organizations and citizen groups
- General public

Contractor Deliverables

- i) The Contractor shall provide a list of the stakeholders and project partners.
 - ii) The Contractor shall prepare an outreach plan that includes in-person and electronic meetings that aligns with significant milestones during the Yolo County Agricultural Conservation Plan development.
 - iii) The Contractor shall submit outreach materials including a Project Overview factsheet (and other brochures/factsheets as needed)
 - iv) The Contractor shall submit meeting summaries following any planned meetings or outreach events.
- e) The Contractor shall prepare the Yolo County Agricultural Conservation Priority Plan, including preparation of introductory material for the Plan, as well as a summary of outcomes of the analysis of Section 8-2.404 of the Yolo County Zoning Code and community engagement plan based on Task 1, 2, and 3. The Plan shall serve as a strategic plan for the County and its partners in preserving agricultural lands to promote compact urban development, where appropriate, and outline which preservation mechanism is best suited to the various agricultural areas in the County based on the geospatial analysis and established evaluation criteria and includes discussion of the multiple benefits associated with preserving agricultural land and the working landscape. The Contractor shall identify language from pertinent County of Yolo long range planning documents and relate that language as justification for why areas of could be designated as ‘high value’ and the multi-benefits that could result from preservation of that acreage using a preservation instrument.

Contractor shall provide a draft of the assembled Plan for the County’s review. Based on County comments, the Contractor shall prepare a final Plan.

Assumptions

The Contractor shall attend up to three conference calls with the County to discuss County comments on the draft Plan and attend at least two public hearings, including one public workshop at the Yolo County Planning Commission.

Contractor Deliverables

- i) Draft Yolo County Agricultural Conservation Priority Plan, electronically sent no later than August 2022.
- ii) Final Yolo County Agricultural Conservation Priority Plan, electronically sent no later than September 2022.

Budget:

The amount paid to Contractor for each task shall not exceed the amounts per line item set forth below:

Employee Name Project Role Labor Classification	Consulting Staff						ICF Production Staff			Subcontractors				Total Price
	Berryman	Zeff	Schiff	Roberts	Lyster		Editor TBD	Pub Spec						
	Ellen	Sally	Daniel	Diana	Stefanie									
	Project Director	Project	GIS Specialist											
	Tech Dir	Proj Dir	Assoc Consult III	Sr Consult I	Mng Consult		Editor	Pub Spec				Sub Mark-up: 5%	Labor Total	
Task						Subtotal			Subtotal		Subtotal			
Task 1. Project Management		80.0	100.0			\$36,480			\$0		\$0	\$0	\$36,480	\$36,480
Task 2. Preliminary Data Collection and Assessment						\$0			\$0		\$0	\$0	\$0	
Subtask 2.1. Ag Resources and Data Assessment		10.0	20.0	80.0	60.0	\$28,260			\$9,802	\$9,802	\$490	\$38,552	\$38,552	\$38,552
Subtask 2.2. Stakeholder Assessment		4.0			8.0	\$2,472			\$0		\$0	\$0	\$2,472	\$2,472
Subtask 2.3. Development of Selection Criteria		16.0	16.0			\$6,496			\$0		\$0	\$0	\$6,496	\$6,496
Subtask 2.4. Spatial Analysis		10.0	10.0	60.0		\$13,060			\$0	\$7,160	\$7,160	\$358	\$20,578	\$20,578
Task 3. Partner Organization and Outreach		5.0			200.0	\$42,230			\$0		\$0	\$0	\$42,230	\$42,230
Task 4. Agricultural Conservation Priority Plan		60.0	60.0	24.0	150.0	\$53,460	40.0	40.0	\$8,800	\$8,800	\$8,800	\$440	\$71,500	\$71,500
Total hours	1,053.0													
Billing Rates		\$206.00	\$200.00	\$150.00	\$170.00	\$206.00	\$120.00	\$100.00						
Subtotal		\$38,110	\$41,200	\$24,600	\$35,700	\$42,848	\$182,458	\$4,800	\$4,000	\$8,800	\$25,762	\$25,762	\$1,288	\$218,308
Total price														\$218,308.10

B. Contractor shall provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A
Exhibit B
Exhibit C

RFQ Excerpt
Proposal Excerpt
State Contract

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

D. Contractor shall comply with all applicable provisions of the State contract(s), and those provisions are incorporated herein as if fully set forth in this place.

E. The Administrator may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

II. ADDITIONAL SERVICES

Intentionally left blank.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Administrator or his/her designee, Contractor shall be compensated as follows, up to the budget set forth in Paragraph I above:

Tech Dir - \$206.00
Proj Dir - \$200.00
Assoc Consult III - \$150.00
Sr Consult I - \$170.00
Mng Consult - \$206.00
Editor - \$120.00
Pub Spec - \$100.00

Subcontractor markup above cost: 5%

Contractor shall not be entitled to reimbursable expenses to reimburse for any expenses except as specifically set forth in this Paragraph. The following expenses may be reimbursed if they are incurred after prior written approval of the Administrator: Subcontractor consultant services at-cost plus 5%. Expenses will only be reimbursed upon presentation of paid.

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed **Two-Hundred Fifty-Thousand dollars** (\$250,000.00). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. The foregoing notwithstanding, should the Federal or State payment or reimbursement rates be increased or decreased by the Federal or State government(s) during the term of this Agreement, then, upon the Administrator's and Auditor-Controller's determination that such increases(s) and/or decrease(s) are applicable to this Agreement, such new rates shall apply to this Agreement. In such an instance, Contractor shall be compensated according to the new rates and the maximum amount payable under this Agreement shall be adjusted accordingly.

C. Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contract, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Administrator, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Administrator's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any

further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Administrator shall either authorize payment or advise Contractor in writing of any concerns that the Administrator has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Administrator's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Administrator, as the times and in the manner specified by this Agreement, or by the Administrator if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Administrator.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required

hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Administrator. Upon such notification, the Administrator shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from **February 1, 2022** through **April 14, 2023** unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this

Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Administrator before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 45 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Administrator to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Administrator.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal

rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

C. Any subcontractors must agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. All subcontractors must further agree to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the Sub-

subcontractor's work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a

provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Administrator (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement. All subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to

commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: ICF Jones & Stokes, Inc.
Attn: Chief Executive Officer
980 9th Street, Suite 1200
Sacramento CA 95814
Ph. (530) 798-1945

County: County of Yolo
Attn: Chief Deputy County Administrator
625 Court St., Room 202
Woodland, CA 95695
Ph. (530) 666-8150

B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time

during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Administrator.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required

of Contractor by this Agreement without the express written consent of the Administrator. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contract.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C.

- 1 By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by

a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;

- d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
 - 4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - 5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

ICF Jones & Stokes, Inc., a Delaware corporation

By _____
John Wasson, Chief Executive Officer

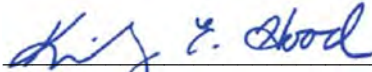
COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

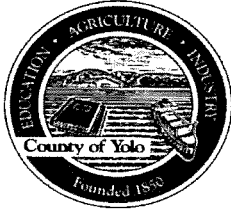
Attest: Clerk of the Board
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel



Kimberly Hood, Asst. County Counsel



COUNTY OF YOLO

Department of Financial Services

Notice of Request for Qualifications (RFQ) For

Planning & Feasibility Study Consultant Services
for
the Yolo County Agricultural Conservation Priority Plan, 2020
SALC Planning Grant

Proposal Responses Due:
3:00pm
October 28, 2021

Yolo County Procurement Division
625 Court Street
Room 103
Woodland, CA 95695

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

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Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Qualification & Experience
Exhibit "C"	Responsibility/Demonstrated Competence
Exhibit "D"	References
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Exhibit "F"	Signature Page (County Supplied)
Exhibit "G"	Non Collusion Non Conflict of Interest Statement (County Supplied)

Attachments:

Attachment 1	County Insurance Requirements
Attachment 2	Sample County Contract
Attachment 3	Yolo County Agricultural Conservation Priority Plan 2020 SALC Planning Grant Application

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County is requesting proposals from qualified consultants and/or firms to provide planning and feasibility study services for the County Administration Office for the Yolo County Agricultural Conservation Priority Plan, 2020 SALC Planning Grant, per scope of work, as outlined in this RFQ.

Proposers who submit a response to this RFQ must have the ability to meet the requirements, including the terms and conditions contained in this RFQ.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

C. BACKGROUND INFORMATION

The intent of the proposed planning project is to analyze the feasibility of acquiring conservation easements in accordance with Chapter 8-2.404, Agricultural Conservation and Mitigation Program, of the Yolo County Zoning Ordinance, and to analyze alternative high value agricultural areas for the Yolo County Board of Supervisors to consider preserving in a mitigation bank that is established by a private landowner and granted to a public agency partner, or similar land preservation instrument.

The anticipated deliverable is a study on current and projected agricultural land use conversion, as well as the effect of farmland conversion on greenhouse gas emissions. The deliverable will include a multi-benefit assessment of agricultural lands that identifies costs and tradeoffs related to agriculture, habitat and biodiversity, groundwater, and carbon sequestration.

Another component will be a mapping exercise to identify parcels most at risk for conversion using vectors such as changes in demographic, land value, and distance from major cities, in order to identify and analyze parcels best suited for potential permanent preservation based on selection criteria related to property size, NRCS farmland classification, crop type, water infrastructure, development pressures and other desirable characteristics. The results of the study and mapping exercise will provide a strategic plan that will guide the County and its partners in implementation of a publicly-administered mitigation bank and additional agricultural land preservation using other land preservation instruments.

County staff will return to the Yolo County Board of Supervisors to deliver the project findings in winter of 2022. Consultant groups should plan for a 12- to 14-month project time to completion, with the project duration set to finish prior to October 2022.

C. SCOPE OF WORK

1. GENERAL DESCRIPTION:

The County of Yolo is seeking to obtain consultant(s) to provide the following services.

Selected consultants and/or firms will be issued a contract for a period of three years (October 15, 2021-September 14, 2024).

2. TECHNICAL SPECIFICATIONS:

The Consultant(s) will assist the County in the following activities, or any other work, reasonably required to complete this planning project:

- a) The consultant shall assist the County in determining the feasibility of satisfying Section 8-2.404 of the Yolo County Zoning Code as written and analyze alternatives for the County to consider for satisfying agricultural mitigation requirements in accordance with Section 8-2.404 of the Yolo County Zoning Ordinance. Currently, the agricultural mitigation program requires projects that convert prime farmland to mitigate for a minimum of three (3) acres of agricultural land by preserving them within two (2) miles of a sphere of influence of a city or within two (2) miles of the General Plan urban growth boundary of the town of Esparto ("Esparto Urban Growth Boundary") for each acre of agricultural land converted to a predominantly non-agricultural use or zoning classification. For projects that convert non-prime farmland, a minimum of two (2) acres shall be preserved and projects that convert a mix of prime and non-prime lands shall mitigate at a blended ratio that reflects for the percentage mix of converted prime and non-prime lands within project site boundaries. Mitigation may also occur within the area bounded by County Roads 98 and 102 on the west and east, respectively, and by County Roads 29 and 27 on the north and south, respectively, in the agricultural areas between the cities of Woodland and Davis.
- b) The Consultant shall provide recommendations for how the County can help ensure that urban development can occur where appropriate, and that urban development contributes to local agricultural conservation policies in addition to statewide policies of reducing greenhouse gasses and vehicle miles traveled based on resources gathered as part of Task 2, including:
 - a. Identification of alternative agricultural areas that Board of Supervisors could designate as high value to satisfy Chapter 8-2.404, Agricultural Conservation and Mitigation Program, of the Yolo County Zoning Ordinance;
 - b. An evaluation of carbon sequestration programs that could contribute to agricultural land preservation;
 - c. Evaluation of programs that result in additional preservation of agricultural lands, such as the Williamson Act Program or other Federal and State programs.

Assumptions

- a. The Consultant shall attend up to five conference calls with the County to discuss evaluation of programs that result in additional preservation of agricultural lands, high value agricultural land selection criteria, and comments on the draft Plan.
- b. The Consultant shall attend two public meetings, or up to 16 hours total, related to the planning project.

Consultant Deliverables

- a. Outline of the Yolo County Agricultural Conservation Priority Plan (draft and final, electronic)
- b. Map identifying agricultural areas most at risk for conversion and those best suited for potential preservation based on selection criteria.
- c. Matrix of Agricultural Areas including suitability for preservation and opportunity and constraint analysis to be later developed into selection criteria for future preservation

activities. Matrix should of Agricultural Areas should include justification for why the Board of Supervisors could determine the areas high value.

- c) The Consultant shall assist the County with agricultural resources data collection and assessment to use in a qualitative and quantitative geospatial analysis of resources, including, but not limited to, such topics as: public agency land use policies, including the County of Yolo, the four incorporated cities of Davis, West Sacramento, Winters, and Woodland, soil type classifications, agricultural crop types and trends, Williamson Act enrollment status of County parcels, parcel size, presence of agricultural infrastructure and other vectors such as changes in demographic, land value, ability for carbon sequestration, and distance from major cities in order to identify parcels already in permanent preservation. The consultant shall assist in the preparation and development of selection criteria demonstrating with substantial evidence why the Board of Supervisors should consider alternative high value agricultural areas for acquisition of agricultural conservation easements.

Assumptions

- a. The Consultant shall include descriptions of the data types and sets used in the analysis and formation of the Yolo County Agricultural Conservation Priority Plan.

Consultant Deliverables

- a. Completed Matrix that catalogues agricultural resources, including both qualitative and quantitative data sets, to be included as an Appendix to Yolo County Agricultural Priority Plan (draft and final, electronic).
- b. Selection criteria for alternative high value agricultural areas (draft and final, electronic) and catalogue of geospatial files used in Yolo County Agricultural Priority Plan.
- c. Maps/Exhibits for each of the identified agricultural resources (draft and final, electronic), to be included in the Yolo County Agricultural Priority Plan.
- d. Map/Exhibit that illustrates the high value agricultural areas based on the selection criteria.
- d) The Consultant shall develop a public outreach schedule and implementation plan to ensure that the County provides public and private stakeholders and other project partners the ability to submit agricultural resources and to provide comment on the project. The public outreach plan shall include both in-person meetings and electronic materials distribution. Responsibilities include populating a key stakeholder list in consultation with the County. The Consultant shall also plan and implement public events and stakeholder interviews that provide opportunities for involvement and feedback in plan development. The Consultant shall work with the appropriate advisory groups within the County and solicit input as needed.

Assumptions

The Consultant shall consult with County staff during the formation of the outreach schedule to ensure that adequate opportunity to provide comment and questions related to the project is given to all the County's unincorporated communities and agricultural areas. The Consultant shall organize stakeholders into the following four main audiences, recognizing that there will be different levels of interest and decision-making among stakeholders, and that the stakeholder engagement strategy should be designed to accommodate this reality.

Providing consistent messaging about the Plan's purpose, scope and status will be a critical component of the outreach effort. The Consultant will develop outreach materials including a Project Overview factsheet (and other brochures/factsheets as needed) that will be posted on the County website and distributed during stakeholder meetings. The development of outreach materials will include translating technical information into a more accessible format for the general public, and also translating into Spanish for the following groups:

- County departments/staff and elected officials
- Local, regional, state, and federal agencies and special districts
- Community organizations and citizen groups

- General public

Consultant Deliverables

- a. The Consultant shall provide a list of the stakeholders and project partners.
 - b. The Consultant shall prepare an outreach plan that includes in-person and electronic meetings that aligns with significant milestones during the Yolo County Agricultural Conservation Plan development.
 - c. The Consultant shall submit outreach materials including a Project Overview factsheet (and other brochures/factsheets as needed)
 - d. The Consultant shall submit meeting summaries following any planned meetings or outreach events.
- e) The Consultant shall prepare the Yolo County Agricultural Conservation Priority Plan, including preparation of introductory material for the Plan, as well as a summary of outcomes of the analysis of Section 8-2.404 of the Yolo County Zoning Code and community engagement plan based on Task 1, 2, and 3. The Plan shall serve as a strategic plan for the County and its partners in preserving agricultural lands to promote compact urban development, where appropriate, and outline which preservation mechanism is best suited to the various agricultural areas in the County based on the geospatial analysis and established evaluation criteria and includes discussion of the multiple benefits associated with preserving agricultural land and the working landscape. The Consultant shall identify language from pertinent County of Yolo long range planning documents and relate that language as justification for why areas of could be designated as 'high value' and the multi-benefits that could result from preservation of that acreage using a preservation instrument.

Consultant shall provide a draft of the assembled Plan for the County's review. Based on County comments, the consultant shall prepare a final Plan.

Assumptions

The Consultant shall attend up to three conference calls with the County to discuss County comments on the draft Plan and attend at least two public hearings, including one public workshop at the Yolo County Planning Commission.

Consultant Deliverables

Draft Yolo County Agricultural Conservation Priority Plan, electronically sent no later than June 2022.

Final Yolo County Agricultural Conservation Priority Plan, electronically sent no later than September 2022.

3. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFQ Schedule of Events. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the

Exhibit A: RFQ Excerpt

proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339, for vendor support.

F. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFQ will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFQ	9/30/2021	
2	Deadline for Written Comments Posted on BidSync	10/14/21	3:00pm
3	County Issues Responses to Written Comments	10/21/21	
4	Deadline Proposal Due	10/28/2021	3:00pm
5	County Completes Evaluations	11/11/2021	3:00pm
6	Anticipated Contract Start Date	12/01/2021	

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ Coordinator

The following RFQ Coordinator shall be the main point of contact for this RFQ:

RFQ Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFQ

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above. Unauthorized contact regarding the RFQ with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at <https://bidsync.com> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://bidsync.com> website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFQ should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this

RFQ and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Qualifications and Experience
- 2) Responsibility/Demonstrated Competence
- 3) Customer References
- 4) Quality and Completeness of Submitted Proposal
- 5) Understanding of Services Required by the County
- 6) Other Factors

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public

agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION:

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two

years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

- Q. PROTESTS:** The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFQ Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103

Exhibit A: RFQ Excerpt

Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

2. Protest of RFQ Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided in writing by e-mail or hard copy directly to the RFQ Coordinator prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync. No facsimiles will be accepted.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received by the RFQ Coordinator within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. Contact information for the Department Head is as follows: (Department Head name, address, e-mail.) Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy. No facsimiles will be accepted. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1-800-990-9339, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of contact person.

Exhibit B – Qualifications and Experience

1. A description summarizing Proposer experience over the past five (5) years in performing similar consulting services, including other planning and land use related projects.
2. For projects referenced in the statement of experience and qualifications, list the involvement of the Project Manager and other proposed key personnel, including subconsultants.
3. A statement demonstrating an understanding of the services desired by the County, and the general approach required for preparing long-range planning documents, including a description of all activities associated with the planning, coordination, and reporting.
4. A statement identifying the personnel likely to be assigned to projects for Yolo County, including subconsultants used to prepare technical studies. Vendor shall submit resumes for all key staff including any subcontractors.
5. A statement identifying the firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
6. A brief description of the firm's experience and history in meeting tight project deadlines.
7. A brief description of the firm's ability to control project budgets.

Exhibit C – Responsibility/Demonstrated Competence

1. Have you ever defaulted on a contract? If yes, where and why?.
2. Has you firm ever been suspended or debarred by any government agency? If yes, please explain.

Exhibit A: RFQ Excerpt

3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?
4. Describe the process by which your firm resolves problems with clients.
5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal

Exhibit D-Other factors

In order to properly assess vendor availability, each firm shall provide the following:

- a) Provide a list of current commitments for related services being handled by vendor's firm, including how many of the commitments are the responsibility of the Project Manager named in the proposal.

Exhibit E – References

Provide references from two different municipal agencies, including rural and agriculturally-dominant areas, for which it has conducted similar work for in the past three (3) years. Include the name, email address and telephone number for a contact person from each reference.

Exhibit F - Fee Proposal

Vendor shall provide a list of rates which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

Exhibit G – Signature Page

Vendor shall complete the County signature page form.

Exhibit H- Non Collusion Non Conflict of Interest Statement

Vendor shall complete the above County form

C. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.

**Bid Tabulation Packet
for
Solicitation FINARFQKK2111**

Planning & Feasibility Study Consultant Services

Bid Designation: Public



Yolo County

Bid #FINARFQKK2111 - Planning & Feasibility Study Consultant Services

Creation Date **Sep 30, 2021**

End Date **Nov 8, 2021 3:00:00 PM PST**

Start Date **Sep 30, 2021 10:34:57 AM PDT**

Awarded Date **Not Yet Awarded**

FINARFQKK2111--01-01 Planning & Feasibility Consultant Study Services					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Rivershed SPC	First Offer - \$1.00	1 / each	\$1.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
ICF Jones & Stokes, Inc.	First Offer - \$1.00	1 / each	\$1.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Please see cover letter			
thebalmoralgroup	First Offer - \$1.00	1 / each	\$1.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f ICF Jones & Stokes, Inc.		\$1.00	
Bid Contact James M Harmon epcrm@icfi.com Ph 206-801-2800 Fax 206-801-2899		Address 630 K Street, Suite 400 Sacramento, CA 95814	
Bid Notes Please see cover letter.			
Agency Notes:		Supplier Notes: Please see cover letter.	Head Attch: 
f thebalmoralgroup		\$1.00	
Bid Contact Amanda Jorjorian ajorjorian@balmoralgroup.us Ph 407-629-2185		Address 165 Lincoln Avenue Winter Park, FL 32789	
Agency Notes:		Supplier Notes:	Head Attch: 
f Rivershed SPC		\$1.00	
Bid Contact Chris Elder watershedplanner@gmail.com Ph 360-840-3064		Address PO Box 43 Acme, WA 98220	
Bid Notes Thank you for the opportunity to support Yolo County and we look forward to hearing back from you. I believe we have a great team and can offer the needed support to complete development of an Agriculture Conservation Priority Plan.			
Agency Notes:		Supplier Notes: Thank you for the opportunity to support Yolo County and we look forward to hearing back from you. I believe we have a great team and can offer the needed support to complete development of an Agriculture Conservation Priority Plan.	Head Attch: 

**

ICF Jones & Stokes, Inc.

Bid Contact **James M Harmon**
epcrm@icfi.com
Ph 206-801-2800
Fax 206-801-2899

Address **630 K Street, Suite 400**
Sacramento, CA 95814

Bid Notes **Please see cover letter.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
FINARFQKK2111-01-01	Planning & Feasibility Consultant Study Services	Supplier Product Code: Supplier Notes: Please see cover letter	First Offer - \$1.00	1 / each	\$1.00 Y

Supplier Total **\$1.00**

ICF Jones & Stokes, Inc.

Item: **Planning & Feasibility Consultant Study Services**

Attachments

Yolo_AgPlan_proposal_Final_11-8-2021.pdf

11/8/2021



BidSync

Yolo County

County of Yolo ICF Qualifications

Request for Qualifications for
Management & Planning Consultant Services for
the Yolo County Agricultural Conservation Priority
Plan, 2020 SALC Planning Grant

Bid #FINARFQKK2111



Submitted to:

Yolo County Procurement Division
625 Court Street, Room 103
Woodland, CA 95695

Submitted by:

ICF Jones & Stokes, Inc.
980 9th Street, Suite 1200
Sacramento, CA 95814

Ellen Berryman
Project Director
530.798.1945
ellen.berryman@icf.com

11/8/2021

Exhibit A–Transmittal Letter

November 8, 2021

Karen Kawelmacher
Yolo County Procurement Division
625 Court Street
Room 103
Woodland, CA 95695

Subject: Request for Qualifications for Planning and Feasibility Study Consultant Services for the Yolo County Agricultural Conservation Priority Plan, 2020 SALC Planning Grant, Bid #FINARFQKK2111

Dear Ms. Kawelmacher:

ICF Jones & Stokes, Inc. (ICF) is pleased to submit our response to the Request for Qualifications for Planning and Feasibility Consultant Services for the Yolo County Agricultural Conservation Priority Plan, 2020 SALC Planning Grant. ICF is excited about this opportunity to continue landscape-level conservation planning work for the County of Yolo (the County). ICF was instrumental in completing the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), and we are now helping to implement it. ICF also prepared the Yolo Regional Conservation Investment Strategy, and our staff have worked on multiple land use planning projects in Yolo County. Most of these projects included an agricultural component, either in terms of conserving habitat for special status species or evaluating the effects of development on agriculture and mitigating these effects. We are committed to helping the County protect its agricultural heritage while balancing other competing land use needs.

The proposed ICF staff for this work includes Ellen Berryman as the Project Director and Sally Zeff as the Project Manager. Ms. Berryman was a critical member of the consulting team that developed the Yolo HCP/NCCP, receiving a resolution from the Conservancy Board of Directors for her service. Ms. Zeff has extensive knowledge of Yolo County from working there as a junior planner to later working on general plan updates and California Environmental Quality Act (CEQA) compliance. Ms. Zeff is also well versed in agricultural conservation. She was Ventura County's representative on its Agricultural Advisory Committee, where she coordinated and negotiated with the cities on greenbelt issues and managed the county's Williamson Act program. Her work on the Stanislaus County general plan update included a focus on farmland conservation. Because economics play an important role in the feasibility of the County's agricultural conservation program, we have teamed with Hatch as a proposed subconsultant. Hatch brings knowledge and expertise related to real estate and environmental economics.

ICF and Hatch (the ICF Team) offer the following key benefits to the County and Conservancy:

We have experience working on regional conservation issues in Yolo County. We have been working on regional conservation in Yolo County since 2014 when we took over as the lead consultant to finalize the Yolo HCP/NCCP, and we continue to work with the County and the Yolo Habitat Conservancy to implement this plan. We were also the lead authors on the Yolo Regional Conservation Investment Strategy. Both these projects involved countywide data gathering and analyses for the purpose of developing conservation strategies (primarily involving agricultural lands) while balancing competing land use needs in Yolo County. We understand the County's

Exhibit B: Proposal Excerpt

commitment to preserving its rural, agricultural character in the face of growing urbanization pressure and a need for economic stability. This experience with the landscape and our familiarity with the multiple stakeholders and their interests will allow us to hit the ground running on this project and be efficient with the budget.

Our proposed Project Director has strong working relationships with County and Conservancy staff, Conservancy Board members, wildlife agencies, and local stakeholders, which provides a strong basis for understanding the needs and perspectives of each party.

Our proposed Project Manager's experience with agricultural issues in preparation of CEQA documents and general plans, as well as in agricultural greenbelt programs, provides her with a strong understanding of the issues that arise with respect to agricultural conservation, as well as strategies for resolving these issues.

We have a demonstrated ability to deliver on time and within budget. Ms. Berryman received accolades from the Conservancy Board for completing the Yolo HCP/NCCP on schedule and within budget. She and the ICF staff have also met many subsequent deadlines for tasks supporting HCP/NCCP implementation.

We are a local firm with extensive field experience. ICF's staff, based in our Sacramento office, are a 30-minute drive from the Conservancy's office in Woodland. The ICF Team works locally and brings expertise in the conservation of all the covered species and natural communities of the Yolo HCP/NCCP.

We provide value and efficiency. Because of our understanding of the Conservancy's needs, the ICF Team will be efficient with our time to maximize the value provided by the budget.

If selected as the successful bidder, ICF looks forward to negotiating mutually acceptable contract terms and conditions. ICF's proposal is valid for 90 days from its submittal, at which time ICF reserves the right to revise the contents or extend the validity date, if needed.

For questions regarding a possible contract, please contact Hawani Tessema, Manager, Contracts, at 703.462.6915 or Hawani.Tessema@icf.com. For written inquiries, please mail to 980 9th Street, Suite 1200, Sacramento, CA 95814. For questions related to the content of this response to the request for qualifications, please contact Ellen Berryman, Project Director, at 530.798.1945 or ellen.berryman@icf.com. Thank you for the opportunity to bid on this project.

Sincerely,

Hawani Tessema

Hawani Tessema
Manager, Contracts

Ellen Berryman

Ellen Berryman
Project Director



Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation Priority Plan, Bid #FINARFQKK2107

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Exhibit B—Qualifications and Experience

1 Project Understanding and Approach

Project Understanding

The purpose of the Yolo County Agricultural Conservation Priority Plan Project (the Project) is to analyze the feasibility of implementing Yolo County's Agricultural Mitigation Ordinance (Yolo County Code 8-2.404); develop a regional strategy for implementing this ordinance or, alternatively, a feasible updated ordinance; and incorporate the analysis and strategy into the Yolo County Agricultural Priority Conservation Plan (the Agricultural Plan).

The County has long prided itself in its farmlands and rural character. A fundamental goal of the Yolo Countywide 2030 General Plan is to protect the County's rich agricultural soils and farming economy. The first guiding principle in the general plan is, "The success of Yolo County depends upon the success of agriculture." The general plan identifies the highest and best use of land within Yolo County as one that combines "minimum efficient urbanization with the preservation of productive farm resources and open spaces amenities." Development pressure and competing interests for land have rendered the achievement of this goal increasingly difficult.

To achieve the objective of protecting Yolo County's agricultural lands, the County has adopted the following policies and actions as part of the General Plan:

Policy AG-1.14: Preserve agricultural lands using a variety of programs, including the Williamson Act, Farmland Preservation Zones (implemented through the Williamson Act), conservation easements, an Agricultural Lands Conversion Ordinance and the Right-to Farm Ordinance.

Policy AG-1.16: Encourage the coordinated acquisition of agricultural conservation easements by local, State and federal agencies and private conservation organizations with established records of responsible stewardship to protect agriculture, from willing sellers or donors.

Policy AG-1.17: Encourage the coordinated placement of agricultural conservation easements on land most threatened by development, particularly those lands located close to cities and unincorporated communities.

Policy AG-2.5: Support high value and intensive farming practices on appropriate agricultural soils. Prime soils and other productive agricultural land outside of growth boundaries shall be preserved wherever feasible.

Policy CO-8.6: Undertake an integrated and comprehensive approach to planning for climate change by collaborating with international, national, State, regional, and local organizations and entities.

Action AG-A1: Amend the Agricultural Mitigation Ordinance to direct agricultural mitigation to areas that promote open space connectivity and are in close proximity to existing growth boundaries for the communities and cities within the County. (Policy AG-1.8, Policy AG-1.12, Policy AG-1.18, Policy CC-1.7).

Action AG-A2: Negotiate cooperative agreements with neighboring jurisdictions to allow their agricultural mitigation requirements to be satisfied in appropriate locations within Yolo County. Agreements shall consider compensation to Yolo County for lost tax revenues and economic opportunity costs. (Policy AG-1.18).

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107

Exhibit B | Qualifications and Experience

Action AG-A4: Consider development of a local and/or regional conservation bank to provide credits associated with crops and/or land uses that sequester carbon or greenhouse gas pollutants. (Policy AG-1.18, Policy AG-2.7, Policy AG-2.16).

Action AG-A9: Work with the UC Cooperative Extension to develop technical assistance programs that may include: monitoring of changes in natural cycles; discouraging methane producing practices where feasible alter- natives exist; encouraging methane recovery; and promoting farming practices that capture and store more carbon in the soil. (Policy AG- 2.7, Policy AG-2.16).

The Agricultural Mitigation Ordinance adopted by the County to implement some of these policies is provided in Yolo County Code (YCC) 8-2.404 (Attachment A). For projects converting agricultural land to nonagricultural uses, this ordinance requires mitigation through protection of agricultural lands in farmland conservation easements at a 1:1 to 3:1 ratio. The mitigation must occur within 2 miles of a city's sphere of influence (or within 2 miles of Esparto Urban Growth Boundary) or other areas designated by the Board of Supervisors as prime farmland subject to conversion to agricultural use in the foreseeable future.

The County is faced with both challenges and opportunities related to implementation of the Agricultural Mitigation Ordinance. As agricultural land values have increased and fair market values for conservation easements have decreased, it has become increasingly difficult to incentivize landowners to participate in voluntary enrollment of agricultural conservation easements. Most of Yolo County's development projects are under 100 acres, and the piecemeal approach to mitigation does not provide a financially viable participation option. A comprehensive agricultural conservation plan, however, will allow the County to leverage other programs to participate in acquiring larger areas and provide a more holistic, viable approach to conservation of agricultural lands in Yolo County that best meets the County's goals. The Agricultural Plan will guide the County and its partners in a regional approach that makes use of a variety of land protection instruments such as a publicly administered mitigation bank.

Another County program, the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), introduces both challenges and opportunities for implementation of the Agricultural Mitigation Ordinance. The HCP/NCCP is committed to protect at least 17,162 acres of agricultural land (including at least 2,800 acres of rice) providing habitat values for specific wildlife species, as well as additional natural habitat types such as riparian habitat, grasslands, and fresh emergent wetlands, by 2049. The HCP/NCCP does not allow lands with agricultural easements that were acquired through mitigation requirements to count toward the 17,162-acre commitment (i.e., easement "stacking"). As such, the HCP/NCCP and agricultural mitigation program may be competing for the same lands to protect, but they may also work together to leverage each other's programs. For example, a landowner may be willing to sell a conservation easement on a property that includes both farmland and natural areas such as riparian habitat or fresh emergent wetlands. In these cases, there may be opportunities to count the natural lands toward the HCP/NCCP and the farmlands toward the agricultural mitigation program. In other cases, agricultural mitigation funding and habitat conservation funding may be pooled to acquire a large property when funding from neither program is sufficient to acquire the property on its own, and the property may be split between a farmland conservation easement and a habitat conservation easement. The two programs could also work together on mitigation banking opportunities. The Agricultural Mitigation Ordinance states that it is the intent of the

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agricultural mitigation program to work in a coordinated fashion with the habitat conservation objectives of the HCP/NCCP.

The Project will involve assisting the County in addressing the challenges and opportunities described above and developing the Agricultural Plan. During Agricultural Plan development, implementation of the Agricultural Mitigation Ordinance may be deemed infeasible due to the challenges described above, in which case the project will involve developing alternatives for meeting relevant General Plan policies and actions for review by the County and stakeholders. The resulting strategy will be incorporated into the Agricultural Plan and used to inform updates to the Agricultural Mitigation Ordinance if needed.

The Project will involve partnering with multiple stakeholder groups and the four cities to achieve mutually beneficial planning outcomes. The resulting Agricultural Conservation Priority Plan will support Policy AG-1.14 the 2030 Countywide General Plan to preserve agricultural lands using a variety of programs, including conservation easements, carbon sequestration, the Williamson Act, Farmland Preservation Zones (implemented through the Williamson Act), the Agricultural Mitigation Ordinance, and the Right-to-Farm Ordinance.

The Project will include a study on current projected agricultural land use conversion, the effect of farmland conversion on greenhouse gas emissions, and a mapping exercise to identify parcels most at risk for conversion based on factors such as changes in demographics, land value, and distance from major cities.

Project Approach

As noted in the request for qualifications, this project is being conducted as a key work product under a SALC Planning Grant. The ICF Team's project approach is to combine our knowledge of Yolo County and planning expertise and the requirements of the grant package to conduct the following proposed tasks. The ICF Team includes Hatch, bringing its depth of experience in real estate and environmental economics.

Proposed Tasks

The following proposed tasks are based on the tasks listed in the application for the 2020 SALC Planning Grant. We have maintained a parallel structure in our scope to the grant requirements to facilitate grant invoicing (i.e., Task 2 proposed in our scope of work aligns with Task 2 in the grant, and so on). In a few instances, we have moved components of certain tasks as listed in the grant proposal to different tasks in our scope to reflect our proposed process for this project. We are open to discussion with the County about moving these components back so that they match the grant or to address other concerns the County may have.

The ICF Team will develop a strategy to help ensure that urban development contributes to local agricultural conservation policies while providing for urban development where appropriate and supporting statewide policies of reducing greenhouse gasses, including reducing vehicle miles traveled.

Task 1. Project Management and Meetings

Subtask 1.1. Project Management

The ICF Team will ensure that work is completed consistent with the project scope, schedule, and budget. Check-in calls with the County will be conducted as needed to provide status updates and discuss any needed modifications to the scope, budget, or schedule. The ICF Team

Exhibit B: Proposal Excerpt

will provide monthly invoices as stipulated in the contract and provide progress reports with each monthly invoice.

Subtask 2.1. Meetings

The Project Director and/or Project Manager will attend up to five virtual (conference call or video) meetings with the County to discuss evaluation of programs that result in additional preservation of agricultural lands, high-value agricultural land selection criteria, and comments on the draft Agricultural Plan. Two hours are allotted per meeting to accommodate meeting preparation and completing and distributing notes (10 hours total). The ICF team will also attend two public meetings, or up to 16 hours total, related to the planning project (including one public workshop at the Yolo County Planning Commission).

Task 2. Preliminary Data Collection and Assessment

The ICF Team will gather data and conduct the necessary analyses and preliminary tasks for completing the Agricultural Plan, as described under the subtasks below

Subtask 2.1. Agricultural Resources and Data Assessment

The ICF Team will conduct the necessary inventory and data collection for the Project, including but not necessarily limited to the following:

- Baseline public and private agricultural conservation easements, habitat easements, and Williamson Act Contract Status
- Crops (high value), soil types/classification, water supply, infrastructure, and parcel size
- Land use policies for the County and Cities, including zoning ordinances and existing conservation and open space plans by the County, Cities, other agencies or Conservation organizations

We will identify and inventory threats of agricultural land conversion, including analyses of demographics, population shifts through urban expansion, and land value, as well as state and federal infrastructure projects (i.e., levee setbacks and weir expansions). The ICF Team will also evaluate programs that result in additional preservation of agricultural lands, such as the Williamson Act program, the Yolo HCP/NCCP, and other federal and state programs. We will also evaluate carbon sequestration programs that could contribute to agricultural land preservation.

We will collect information needed to assess which lands in the County are likely to be eligible for conservation under the current Agricultural Mitigation Ordinance and to assess agricultural mitigation needs based on development projections and agricultural data. If eligible properties are not sufficient to meet projected mitigation needs (taking into account that only a fraction of eligible landowners would be willing sellers), adjustments to the Agricultural Mitigation Ordinance will be necessary.

Deliverables:

- Initial list of inventory categories, for County review
- Final list of inventory categories
- Matrix providing data and information resulting from the inventories, cataloguing agricultural resources, including both qualitative and quantitative data sets, to be included as an Appendix to Yolo County Agricultural Priority Plan (draft and final, electronic)
- Geographic information system (GIS) maps providing geospatial representation of inventory results, including maps/exhibits for each of the identified agricultural resources (draft and final, electronic), to be included in the Yolo County Agricultural Priority Plan

- Catalogue of geospatial files to be used in Yolo County Agricultural Priority Plan
- Descriptions of the data types and sets to be used in the analysis and formation of the Yolo County Agricultural Conservation Priority Plan
- Opportunity and constraint analysis to be later developed into selection criteria for future preservation

Subtask 2.2. Stakeholder Assessment

The ICF Team will conduct the following activities:

- Assist the County in identifying and contacting partner/stakeholder groups, including the Yolo Habitat Conservancy, the Sacramento Area Council of Governments (SACOG), Yolo Land Trust, the Yolo County Farm Bureau
- Coordinate with the County to develop a meeting and check-in schedule with partner/stakeholder groups and to identify other interested parties through announcements on the Yolo County website, social media, and the unincorporated communities' Citizens Advisory committees

Deliverables:

- A list of the stakeholders and project partners

Subtask 2.3. Development of Selection Criteria

The ICF Team will develop selection criteria for prioritizing agricultural conservation areas.

Factors to be included in the selection criteria may include but are not necessarily limited to:

- Public agency land use policies, including the County of Yolo and the four incorporated cities of Davis, West Sacramento, Winters, and Woodland
- Soil type classifications
- Important Farmlands Inventory classifications
- Agricultural crop types and trends
- Protection status (e.g., is property already held in a perpetual conservation easement, and what are the allowed uses?)
- Williamson Act enrollment status of County parcels
- Parcel size
- Presence of agricultural infrastructure and other factors such as changes in demographic
- Land value
- Ability for carbon sequestration
- Distance from cities

In addition to the agriculture related variables, we will also include a measure of the development potential/likelihood of development for each parcel. This will help ensure that the County targets the high-value parcels at the greatest risk of conversion. Potential measures include whether the site has access to public utilities (e.g., electricity, water, sewer, natural gas, transportation), parcel characteristics (e.g., slope, size, shape, soil type), surrounding land uses, distance to downtown, and other factors that will have an impact on likelihood that a parcel would be developed.

The ICF team will also undertake a review of the trends impacting agriculture in general and the trends impacting agriculture in Yolo and the surrounding counties specifically. We will also identify the potential impact that the identified trends may have on high-value agricultural

Exhibit B: Proposal Excerpt

lands. The trends will be identified through our previous work, a review of the literature, and interviews with individuals representative of the local agriculture community.

The ICF Team will assist in the preparation and development of selection criteria. ICF will propose criteria that address regional issues such as the configuration of development areas versus preserved areas in such a way that vehicle trips and greenhouse gas emissions are minimized. The ICF team will conduct the following activities:

- Evaluate criteria established by the Yolo Land Trust Agricultural Conservation Priority Plan from 2009.
- Evaluate local and state conservation strategies and conservation program implementation tactics.
- Develop selection criteria for acquisition.

Deliverables:

- Draft and final lists of selection criteria for acquisition

Subtask 2.4. Spatial Analysis

The ICF Team will conduct a spatial analysis of parcels at risk of conversion to a nonagricultural use and parcels that could satisfy Y.C.C. Sec. 8-2.404 using the GIS data and inventories compiled under Subtask 2.1 and applying the selection criteria developed under Subtask 2.3. We will use this analysis to identify alternatives for the County to consider for satisfying agricultural mitigation requirements in accordance with Section 8-2.404 of the Yolo County Zoning Ordinance. We will also develop recommendations for how the County can help ensure that urban development contributes to local agricultural conservation policies in addition to statewide policies of reducing greenhouse gasses and vehicle miles traveled (i.e., concentrating urban development in such a way that vehicle miles are minimized).

Deliverables:

- Map/exhibit that illustrates the high-value agricultural areas based on the selection criteria
- Map identifying agricultural areas most at risk for conversion
- Matrix of agricultural areas including suitability for preservation and justification for why the Board of Supervisors could determine the areas of high value

Task 3. Partner Organization and Public Outreach

The ICF Team will develop a public outreach schedule and implementation plan to ensure that the County provides public and private stakeholders and other project partners with the ability to submit agricultural resources and to provide comment on the Project. The public outreach plan will include both in-person meetings and electronic materials distribution. We will populate a key stakeholder list in consultation with the County and plan and implement public events and stakeholder interviews that provide opportunities for involvement and feedback in plan development. We will work with the appropriate advisory groups within the County and solicit input as needed.

We will consult with County staff during the formation of the outreach schedule to ensure adequate opportunity to provide comments and questions related to the project is given to all the County's unincorporated communities and agricultural areas. We will organize stakeholders into the following four main audiences, recognizing that there will be different levels of interest and decision-making among stakeholders and that the stakeholder engagement strategy should be designed to accommodate this reality:

- County departments/staff and elected officials
- Local, regional, state, and federal agencies and special districts
- Community organizations and citizen groups
- General public

Providing consistent messaging about the Project's purpose, scope, and status will be a critical component of the outreach effort.

The development of outreach materials will include translating technical information into a more accessible format for the general public and also translating into Spanish.

Subtask 3.1. Coordinate Meeting Schedule With Project Partners

The ICF Team will assist the County with the following activities:

- Coordination of meetings with the Yolo Land Trust, Habitat Conservancy, SACOG, and other partners identified in coordination with the County
- Coordination of project check-in calls at specified intervals

Subtask 3.2. Conduct Stakeholder Outreach

The ICF Team will develop and implement an outreach plan that includes in-person and electronic meetings that align with significant milestones during the Yolo County Agricultural Conservation Plan development. We will also develop outreach material, including a Project Overview fact sheet, social media outreach, and other brochures or fact sheets identified in the outreach plan.

Deliverables:

- Outreach plan (draft and final)
- Outreach materials
- Summaries following any planned meetings or outreach events

Task 4. Agricultural Conservation Priority Plan

The ICF Team will conduct the following activities:

- Consolidate the analysis from Task 2 and draft an outline of the Agricultural Conservation Priority Plan.
- Use the results of Task 2.4 to assess the feasibility of implementing the Agricultural Mitigation Ordinance and develop recommended updates to the ordinance if needed. Upon the ICF Team's review of the ordinance, most likely updates would be related to revising the boundaries within which mitigation must occur and/or revising the criteria for "Priority Conservation Areas."
- Coordinate with the County and stakeholders on ordinance updates if updates are needed.
- Prepare a draft version of the Agricultural Plan to submit to County and project partners for review, incorporating analysis and conservation strategy consistent with ordinance updates.
- Review comments on draft Agricultural Plan and incorporates changes.
- Submit a final version of the plan for review by the County and project partners for County delivery to Yolo County Board of Supervisors.

Deliverables:

- Outline of the Yolo County Agricultural Conservation Priority Plan (draft and final, electronic)
- Feasibility analysis and, if needed, proposed alternative approaches for Agricultural Mitigation Ordinance

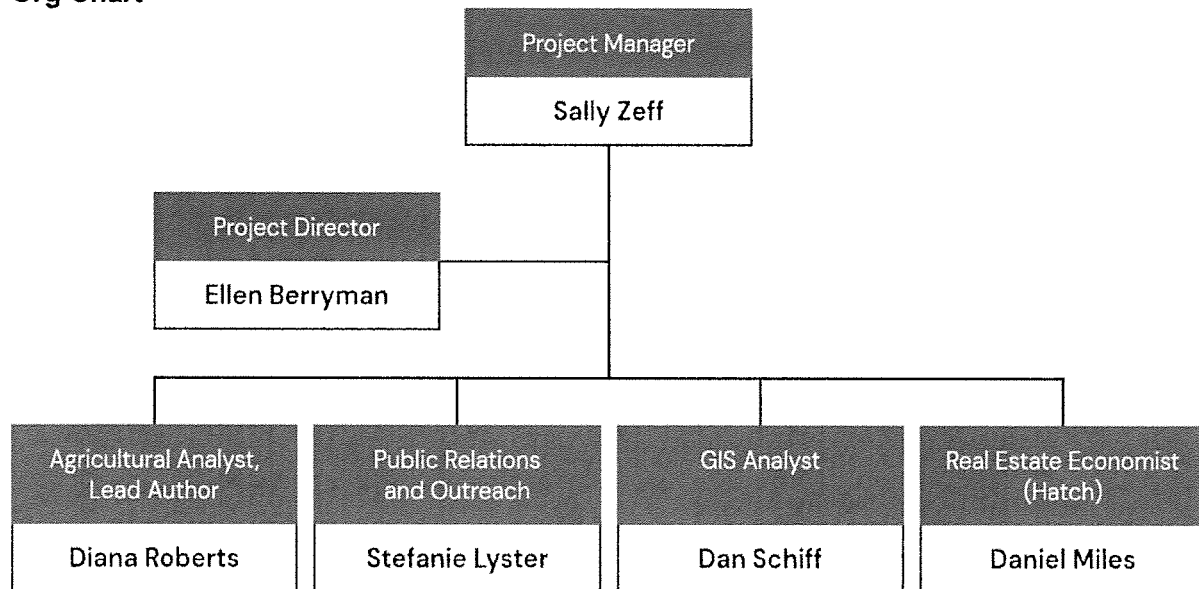
Exhibit B: Proposal Excerpt

- Draft Yolo County Agricultural Conservation Priority Plan, electronically sent no later than June 2022
- Final Yolo County Agricultural Conservation Priority Plan, electronically sent no later than September 2022

2 ICF Team

The core ICF Team is composed of a Project Director (also a conservation planner), a Project Manager (also a land use planner), a Public Relations/Outreach Specialist, a GIS Specialist, an Agricultural Analyst/Lead Author, and a Land Use Economist. ICF is supported by Hatch, a subconsultant with unique expertise chosen to be part of our team based on their unparalleled skill sets and experience working on real estate and land use economics. Details of our team's experience follows. Resumes are provided in Exhibit I.

Org Chart



Key Staff

The key staff proposed include a focused group with detailed knowledge of conservation planning and land use analyses. Our proposed staff also have working relationships with County staff, which will facilitate open and transparent communication on the project. ICF has also coordinated extensively with stakeholders at advisory committee meetings during Yolo HCP/NCCP development, and we are comfortable presenting our work as needed and requested. This small team will best be able to support the project efficiently. However, if needed, ICF has the capacity to use other staff who have experience in agricultural impact analyses and conservation planning. Daniel Miles, PhD, will use additional expertise in real estate and environmental economics from staff at Hatch.

Project Director

Ellen Berryman

Ms. Berryman will be responsible for quality assurance/quality control review of deliverables and regular communication with the County to ensure client expectations are met. She will also provide input into the strategic approach for the project and be available for strategic meetings

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as needed. Ms. Berryman was the lead author and project manager for the Yolo HCP/NCCP and has been working closely over the last few years with the County and the Yolo Habitat Conservancy to implement the HCP/NCCP. She is experienced at regional conservation planning and is familiar with the Yolo County landscape and land use issues. She also has experience coordinating with local advisory committees and presenting material to the County Board of Supervisors.

Project Manager

Sally Zeff

Ms. Zeff will manage the project to ensure work is completed consistent with the project scope, budget, and timeline. She will also attend meetings described for Task 4 above and provide guidance to and lead the project team. Ms. Zeff has more than 30 years of experience in environmental consulting. Her Yolo County experience includes starting out as a junior planner for Yolo County and, later, project management for aggregate mining project environmental impact reports (EIRs), background reports and stakeholder outreach for a Yolo County General Plan update, and the West Sacramento General Plan Update EIR. Ms. Zeff is also well versed in agricultural conservation. She was Ventura County's representative on its Agricultural Advisory Committee, where she coordinated and negotiated with the cities on greenbelt issues and managed the County's Williamson Act program. Her work on the Stanislaus County general plan update included a focus on farmland conservation. She is currently assisting Alameda County with its resource conservation, open space, and agriculture general plan elements.

GIS Specialist

Dan Schiff

Mr. Schiff will enter applicable data into GIS, conduct GIS analyses, and prepare maps and tables to exhibit the results of the analyses. He has more than 5 years of experience working with the County's GIS database for the preparation and implementation of the Yolo HCP/NCCP and preparation of the Yolo Regional Conservation Investment Strategy (RCIS).

Public Relations/Outreach Specialist

Stefanie Lyster

Ms. Lyster will be the ICF lead for the stakeholder assessment, partner organization, and public outreach (Tasks 2.2 and 3). Her expertise is in directing strategic communication programs to support projects for local, state, and federal agencies. She has led communication planning efforts, implemented and facilitated meetings, and written communication materials for multiple large projects in California.

Agricultural Analyst/Lead Author

Diana Roberts

Ms. Roberts will be the lead author on the Agricultural Plan. She will be responsible for reviewing results of the analyses, coordinating with Ms. Zeff and Ms. Berryman on the conservation strategy, and writing Agricultural Plan chapters, incorporating write-ups from other team members as needed. Ms. Roberts has excellent writing skills and experience with agricultural issues. She is the lead author for the agricultural analysis on the Sites Reservoir EIR/Environmental Impact Statement (EIS) and was also the lead agricultural analyst for the Interlake Tunnel and Spillway Modification Project EIR, two California High-Speed Train EIS/EIRs (Los Angeles to Anaheim and San Jose to Merced Sections), ACE Extension Lathrop to Ceres and Ceres to Merced Project EIRs, and Re-initiation of Consultation for Long-term Operations of the Central Valley Project EIS.

Land Use Economist

Daniel Miles, PhD (Hatch)

Dr. Miles will be the lead economist analyzing likelihood of development for each parcel, reviewing agricultural trends in Yolo County, and analyzing potential impact of these trends on high-value agricultural lands. He has more than 13 years of experience in urban planning, real estate, and environmental economics. Dr. Miles uses quantitative analysis to inform planning, infrastructure, economic, and land use strategies for cities, developers, and transit agencies. His experience includes economic and fiscal impact analysis, GIS analysis, economic development strategies, land use modeling, market and financial analysis, and triple-bottom-line analysis. Dr. Miles has led multiple studies calculating the economic, environmental, recreation, health, and property value benefits of protected open space. The analysis included developing a hedonic model that allowed for the estimation of property value impacts of persevered open space. He was the principal in charge for a study of the economic impacts and future trends impacting agriculture in Pennsylvania for the Pennsylvania Department of Agriculture. The analysis provided an account of the economic impact of the agriculture industry on the Commonwealth, created a roadmap for the industry to identify strengths and potential new opportunities, and developed industry and policy recommendations to help adapt to the macro trends the industry faces.

3 ICF Team Qualifications and Experience



ICF is a national leader in effective and cost-efficient planning projects. We work with rural and agricultural counties rich in resources on their general plans and policy plans, including preparing the EIRs for those plans. We are also leaders in conservation planning; although most of this experience has been in habitat conservation planning, many of the tools, analyses, and procedures are also applicable to agricultural conservation planning. This deep experience allows us to bring lessons learned from implementing one type of conservation plan to another. Regional data gathering, geospatial analysis, conservation prioritization, collaboration, and public outreach are among the areas of ICF's expertise in conservation planning. With our history working on Yolo County land use planning and the Yolo HCP/NCCP, our staff have extensive knowledge of Yolo County, its rural and urban landscapes, and its sociopolitical background.

ICF is a multidisciplinary firm with more than 6,500 employees committed to helping our clients solve complex problems. ICF comprises several wholly owned subsidiaries, including ICF Jones & Stokes, Inc., which provides a full range of services related to environmental planning and resource management. Our staff of more than 600 employees includes land-use planners, biologists, hydrologists, soil scientists, engineers, environmental specialists, attorneys, and public involvement specialists. We also have a full team of technical writers and editors who are instrumental in producing technical analyses that are consistent, well written, and understandable to the general public. ICF's diverse experience includes work on more than 5,000 environmental and natural resource reports and studies throughout the United States. For more than 50 years, ICF has supported clients that include federal, state, and local governments; special districts; private organizations such as land developers, energy companies, and nonprofit organizations; and engineering and law firms. ICF supports a wide range of services including management consulting, data analytics, data management, strategy, marketing, public relations, and disaster management. ICF has six offices in California, including one in Sacramento.



Hatch's Urban Solutions team inspires positive change with robust quantitative evidence, deep technical expertise, and ambitious strategic vision. Networked across four continents, Hatch's team of economists, planners, architects, and related professionals helps public- and private-sector clients navigate accelerating change within their communities. Hatch's integrated, **HATCH** multidisciplinary approach drives smarter, more competitive and inclusive development through a range of services, including spatial and economic master planning, triple-bottom-line analysis, market feasibility, financial and real estate advisory, development strategy, business casing, and integrated placemaking.

The following projects demonstrate the ICF Team's qualifications and experience over the past 5 years in performing similar consulting services.

Yolo Habitat Conservation Plan/Natural Community Conservation Plan Preparation and Implementation

Yolo Habitat Conservancy, Yolo County, California, 2014–Present

ICF led development of the final Yolo HCP/NCCP, a comprehensive, countywide plan to provide for the conservation of 12 sensitive species and the natural communities and agricultural land on which they depend while streamlining the permitting process to address the effects of a range of future anticipated activities on these 12 species. The Yolo HCP/NCCP will improve habitat conservation efforts in Yolo County, encourage sustainable economic activity, and maintain and enhance agricultural production. In place of the current system of separately permitting and mitigating individual projects, the plan creates a conservation and mitigation program that comprehensively coordinates the implementation of permit requirements through the development of a countywide conservation strategy, including identification of priority acquisition areas in riparian zones or other locations with important species habitat. The final HCP/NCCP is currently out for public review. Final state and federal endangered species permits were issued in 2018. ICF is currently supporting many implementation tasks including program administration, plan interpretation, and project permitting.

Since permits were issued, ICF has supported the Conservancy in various aspects of plan implementation including development of the first Reserve Unit Management Plan (RUMP) and the Swainson's Hawk Pre-Permit Reserve Lands Management Plan (see below for additional details), the first annual report, a permitting guide, application forms, various policy/clarification memos, and deliverables for multiple local assistance grants.

Staff Involvement

Ms. Berryman, the proposed Project Director for this RFQ, has been ICF's project manager for HCP/NCCP development and implementation support. In addition to developing implementation materials and policy/clarification memos, Ms. Berryman has regularly attended meetings with the Conservancy to help address permitting complexities as they arise.

Yolo Regional Conservation Investment Strategy

Department of Water Resources and Yolo Habitat Conservancy, Yolo County, California, 2014–Present

ICF led development the Yolo RCIS, another comprehensive, countywide plan using a multibenefit approach to conserve special status species and other ecological resources beyond conservation provided in the Yolo HCP/NCCP. This plan involved gathering relevant data from multiple sources; evaluating multiple plans, such as strategies for flood control, land

development, and conservation; and collaborating with stakeholders to develop a regional conservation strategy. One of the primary goals of the plan is to prioritize the project with multiple benefits such as flood control, agricultural use, and wildlife habitat conservation.

Staff Involvement

Ms. Berryman was the project manager and lead author for this project, and Mr. Schiff conducted the GIS analyses and prepared maps.

Cultivated Lands Reserve Unit Management Plan

Yolo Habitat Conservancy, Yolo County, California, 2020–2021

ICF prepared a reserve unit management plan covering most of the eastern half of Yolo County, including all the planning units dominated by agricultural lands and the primary urban areas, fulfilling requirements for reserve lands under the Yolo HCP/NCCP that consist primarily of agriculture. This plan addressed management needs for wildlife species covered under the HCP/NCCP that use agricultural lands (e.g., Swainson's hawk, white-tailed kite, western burrowing owl) and provided guidance for benefitting these species while maintaining viable agricultural lands.

Staff Involvement

Ms. Berryman was the primary author for this document, and Mr. Schiff conducted the GIS analyses and created maps.

Swainson's Hawk Pre-Permit Reserve Lands Management Plan

Yolo Habitat Conservancy, Yolo County, California, 2020–2021

ICF prepared a management plan for 14 conservation easements on agricultural lands to be incorporated into the Yolo HCP/NCCP reserve system. It was prepared under the umbrella of the overarching Cultivated Lands Reserve Unit Management Plan described above. This project involved inventorying and collating existing data related to the properties, conducting surveys to update site-specific information, identifying management and enhancement needs for each property, and preparing a document to guide future management and enhancement of these lands, providing for management of HCP/NCCP covered species while also allowing long-term viability of agricultural uses.

Staff Involvement

Ms. Berryman was the primary author for this document, and Mr. Schiff ran the GIS analyses and created maps.

Butte Regional Conservation Plan

Butte County Association of Governments, California, 2017–Present

In close coordination with the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), and Butte County Association of Governments, ICF developed effects analyses and conservation strategies for 32 species that would be affected by 50 years of development in Butte County. This plan has a large agricultural component and has involved multiple meetings and negotiations with the Farm Bureau and other stakeholders from the farming community. ICF also prepared the EIR/EIS analyzing environmental effects of the plan, including effects on agriculture. This HCP/NCCP and EIR/EIS went through public review, and a final plan was completed, although the plan has since been put on hold for political reasons.

Staff Involvement

Ms. Berryman is the project manager for this plan, and Mr. Schiff conducted the GIS analyses and created maps for the draft and final plans. Ms. Zeff is the project manager for the EIR/EIS.

Economic Value of Preserved Open Space**Delaware Valley Regional Planning Commission, Philadelphia, PA, 2019–2020**

This project involved a series of studies looking at the value of preserved open space in the Southeastern Pennsylvania region. The first study looked at the value of the open space across the region, while subsequent studies updated the analysis for individual studies (Chester County, PA) and expanded the analysis to include Mercer County, NJ. The analysis included calculating the economic, environmental, recreation, health, and property value benefits of protected open space. The analysis included developing a hedonic model that allowed for the estimation of property value impacts of persevered open space.

Staff Involvement

Dr. Miles was the principal in charge of this project.

Pennsylvania Agriculture: Economic Impacts and Future Trends**Team PA and the Pennsylvania Department of Agriculture, Harrisburg, PA 2018–2020**

This project involved a study of the economic impacts and future trends impacting agriculture in Pennsylvania for the Pennsylvania Department of Agriculture. The original report was completed in 2018 and updated in 2020. The analysis provided an account of the economic impacts of the agriculture industry on the Commonwealth, created a roadmap for the industry to identify strengths and potential new opportunities, and developed industry and policy recommendations to help adapt to the macro trends the industry faces. The project included a large number of interviews with members of the agricultural community in Pennsylvania.

Staff Involvement

Dr. Miles was the principal in charge of this project.

4 ICF Team's Ability to Produce Deliverables on Time and Within Budget

The ICF Team is able to produce the required product (as described above under Project Approach) within the grant period (30 months). The ICF Team also has the ability to present any necessary reports or studies to elected officials and/or the general public. Our past successes working with the County and Conservancy include developing the Yolo HCP/NCCP conservation strategy, preparing the Yolo HCP/NCCP, and preparing implementation materials including application forms, a permitting guide, various clarification memoranda, and the first RUMP. ICF presented material to the Conservancy Board multiple times during HCP/NCCP preparation.

ICF has a strong track record in meeting tight project deadlines within budget. Ms. Berryman received accolades from the Conservancy Board for completing the Yolo HCP/NCCP on schedule and within budget. Ms. Zeff has recently directed the completion of EIRs in tight timeframes driven by project funding for several very large (up to multibillion-dollar) construction projects for UC Davis Health, including Aggie Square Phase 1 and the current California Hospital Tower project.

For this project, the ICF Team will ensure that deliverables are produced on time and within budget using several critical management approaches. We have ensured that our key staff have availability to engage fully and thoughtfully on this project. We will use clear, detailed, and transparent communication with the County and Conservancy to ensure that our collective expectations for deliverables are aligned. As work progresses, ICF's Project Manager will carefully track schedule and budget to ensure that work is progressing as agreed upon with the County. If problems arise related to budget and/or schedule, the ICF Team will develop a proposed solution, review the proposal with the County and Conservancy promptly, and execute the solution immediately.

Exhibit C—Responsibility/Demonstrated Competence

Below are the Exhibit C questions and ICF's responses.

1. **Have you ever defaulted on a contract?** If yes, where and why?

Answer: No.

2. **Has your firm ever been suspended or debarred by any government agency?** If yes, please explain.

Answer: No.

3. **In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?**

Answer: To the best of our knowledge and records, as of this date and for a lookback period of five years, no claim against ICF Jones & Stokes, Inc. concerning the company's work on a project has been filed in court or arbitration other than the matter set forth below.

- **Baxter v. West Sacramento Area Flood Control Agency (WSAFCA), et al. / Case No. CV16-710 / Superior Court of the State of California, County of Yolo**
Description: Property damage claim arising from alleged wrongful tree removal. Claim filed in October 2015

Status: **Dispute Resolved; Matter Dismissed, with prejudice* – February 2019**

*(In California, the courts may dismiss a case either with or without prejudice.
Cases dismissed with prejudice cannot be reopened.)

4. **Describe the process by which your firm resolves problems with clients.**

Answer: We approach all project issues with a client as a partnership and collaboration. If the nature of the problem is with the project deliverables (quantity and/or quality) or budget, then typically the ICF Project Manager—and, if needed, the Project Director—works directly with the client contact to identify the problem, select the best solution, and rectify the issue. If the issue is with invoicing or payment, typically ICF financial personnel reach out to the appropriate client contact, whether that be the main client contact or contacts within the client's accounts payable department. ICF will always (1) communicate issues as early as possible to the client so that there are no surprises, (2) identify a range of potential solutions to the issue with a recommendation, and (3) track progress after the solution is implemented to ensure that the issue does not arise again.

5. **Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services.** The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

Answer: No actual or potential conflicts of interest have been identified.

Exhibit D–Other Factors

The RFQ requests a list of current commitments for related services being implemented by ICF. ICF is a global advisory with more than 7,500 professionals providing a wide array of consulting services, including but not limited to land use planning, environmental analyses, and conservation planning. A diverse range of expertise and related service will intersect for preparation of the Agricultural Plan and an exhaustive companywide list of current related projects is not readily available. For this reason, the ICF Team focuses below on lists of current commitments for each of the key ICF Team members.

Ms. Berryman is currently working on the following projects:

- Yolo HCP/NCCP implementation (project manager)
- Lower Cache Creek Reserve Unit Management Plan (project manager)
- Placer County Water Agency implementation support for Placer County Conservation Plan (lead author of user's guide)
- Sites Reservoir endangered species permitting (technical support)
- Kauai Island Utility Cooperative Habitat Conservation Plan (technical support)
- EIS for Oregon Department of Forestry Habitat Conservation Plan (natural resources lead)

Ms. Zeff is currently working on the following projects:

- California Tower Hospital Project EIR (project director)
- Las Camas Solar Project EIR (project director)
- SMUD HCP EIR (project manager)
- Upper Santa Ana River HCP EIR (project manager)
- Alameda County Resource Conservation, Open Space, and Agriculture (ROSA) general plan elements and EIR (project manager)

Ms. Lyster is currently working on the following projects:

- Caltrans Division of Environmental Analysis Coastal Program (project manager)
- Caltrans Division of Environmental Analysis State Route 37 Planning and Environmental Linkages Study (communications lead)
- Delta Conveyance Project (communications task order manager and communications for CEQA process)
- State Water Board Sacramento Delta Staff Report (author, document manager, and communication strategy)

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107

Exhibit D | Other Factors

Ms. Roberts is currently working on the following projects:

- Sites Reservoir Project EIR/EIS for the U.S. Bureau of Reclamation and Sites Project Authority (agricultural farmland)
- Monterey County Water Resources Agency EIR for the Monterey County Water Resources Agency (agricultural farmland, geology, soils, and paleontological resources)
- Western Oregon State Forest HCP EIS for the National Marine Fisheries Service (geology and soils)
- San Francisco Housing Element Initial Study (IS)/Mitigated Negative Declaration (MND) for the City and County of San Francisco (geology, soils, and paleontological resources)
- Facebook Willow Village EIR for the City of Menlo Park (geology, soils, and paleontological resources and hazards, and hazardous materials)
- M&T Ranch/Llano Seco EIR for Ducks Unlimited (geology, soils, paleontological resources, and minerals)
- West Oakland Link IS/MND and technical studies for the TY LIN and Bay Area Toll Authority (project manager)

Dr. Miles is currently working on the following projects:

- The Economic Impacts of Small Businesses
- Cybersecurity project
- Presidio Yards Modernization
- Economic Impacts of Small Modular Reactors



Exhibit B: Proposal Excerpt

Exhibit E–References

This Exhibit provides references from three different municipal agencies, including rural and agriculturally dominant areas, for which ICF and Hatch have conducted similar work in the past 3 years.

Reference #1 (ICF)		
Project Name	Butte Regional Conservation Plan	
Name of Client	Butte County Association of Governments	
Client Reference	Name: Chris Devine	Phone: 530.809.4616
	Title: Planning Manager	Email: CDevine@bcag.org

Reference #2 (ICF)		
Project Name	Alameda County Community Development Agency – Resource Conservation, Open Space, Agriculture (ROSA) Elements for General Plan Update	
Name of Client	Alameda County Community Development Agency	
Client Reference	Name: Liz McElligott	Phone: 510.670.6120
	Title: Assistant Planning Director	Email: elizabeth.mcelligott@acgov.org

Reference #3 (Hatch)		
Project Name	Economic Value of Preserved Open Space	
Name of Client	Delaware Valley Regional Planning Commission	
Client Reference	Name: Patty Elkins, PP, AICP	Phone: 610.316.6431
	Title: Deputy Executive Director	Email: pelkis@dvrpc.org



Exhibit F—Fee Proposal

The following page contains the ICF Team cost estimate (fee proposal).

ICF will invoice monthly on a time and materials basis. Invoices are due net 30 days from receipt.

11/8/2021

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Exhibit E | Fee Proposal

Yolo Agricultural Conservaton Priority Plan

Task	Consulting Staff				ICF Production Staff		Subcontractors		
	Employee Name	Project Role	Labor Classification		Editor TBD	Pub Spec	Subtotal	Subtotal	Sub Mark-up: 5%
Task 1. Project Management	Berryman Ellen	Project Director	Tech Dir	80.0			\$36,480	\$0	\$0
Task 2. Preliminary Data Collection and Assessment							\$0	\$0	\$0
Subtask 2.1. Ag Resources and Data Assessment				10.0			\$28,260	\$0	\$0
Subtask 2.2. Stakeholder Assessment				4.0			\$2,472	\$9,802	\$490
Subtask 2.3. Development of Selection Criteria				16.0			\$6,496	\$0	\$0
Subtask 2.4. Spatial Analysis				10.0			\$13,060	\$0	\$0
Task 3. Partner Organization and Outreach				5.0			\$42,230	\$7,160	\$358
Task 4. Agricultural Conservation Priority Plan				60.0			\$53,460	\$8,800	\$440
Total hours				1,053.0					
Billing Rates				185.0					
Subtotal				\$38,110			\$182,458	\$8,800	\$25,762
Total price								\$218,308	\$218,308

Gross Revenue (GR)	\$218,308
Sub Exp & Materials	\$25,762
Service Revenue	\$192,546
Direct Labor	\$62,722
Fringes on Labor	\$22,968
Gross Margin (GM)	\$106,856
GM/GR	49%
GM/SR	55%
SRM, Total	3.07
SRM, Full Time	2.92
SRM, Field	3.28
SRM, On-Call	0.00
Fee %	13%

PH (If Applicable)
Project Title
Yolo Agricultural Conservation Priority Plan
T&M
County of Yolo
Overall contract amount
Yes, Previous work of this type
"Hourly rates shall remain firm for the two year term."
yes
no
Any non-billable expenses? (Travel, Lodging)

Date printed 11/5/2021 8:54 AM

Approved by Finance | db |

Yolo AgConservationPlan Cost 11052101cent



ICF Jones & Stokes, Inc.

Exhibit G—Signature Page (RFQ Form Exhibit “F”)

The following page contains the County signature page form.

11/8/2021

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Yolo County



Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107

Exhibit G | Signature Page

County of Yolo
Planning & Feasibility Study Consultant Services
for
the Yolo County Agricultural Conservation Priority Plan, 2020 SALC Planning Grant

SIGNATURE PAGE
Exhibit "F"

Solicitation Name: Planning & Feasibility Study Consultant Services for the Yolo County Agricultural
Conservation Priority Plan, 2020 SALC Planning Grant

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

ICF Jones & Stokes, Inc.

Company Name

980 9th Street, Suite 1200

Address

Sacramento CA 95814

City State Zip

Hawani Tessema

Signature of Person Authorized to Sign

Hawani Tessema

Printed Name

Manager, Contracts

Title

11/08/2021

Date

Name: Ellen Berryman

Title: Project Director

Phone: 530-798-1945

Fax: _____

Email: Ellen.Berryman@icf.com



Exhibit H-Non Collusion Non-Conflict of Interest Statement

The following page contains the Non Collusion Non-Conflict of Interest Statement.

11/8/2021

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Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107 Exhibit H | Non Collusion Non-Conflict of Interest Statement

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT

Planning & Feasibility Study Consultant Services

for

the Yolo County Agricultural Conservation Priority Plan, 2020 SALC Planning Grant

I, Hawani Tessema, am the
(name)

Manager, Contracts of ICF Jones & Stokes, Inc.
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:

- Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
- Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

11/05/2021

(Date)

Hawani Tessema

(Signature)



ICF Jones & Stokes, Inc.

Exhibit I—Resumes for Key Staff

This Exhibit includes resumes for key staff.

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Yolo County



Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107 Exhibit I | Resumes for Key Staff



Ellen Berryman

Principal Conservation Planner/Project Director

Experience Overview

Ms. Berryman brings more than 30 years of experience in environmental biology, conservation planning, and regulatory compliance. She has a well-rounded background in both the public and private sectors, with projects involving habitat conservation planning and compliance, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance, impact analysis, mitigation strategy design, and technical writing. Ms. Berryman has a strong background in regional habitat conservation planning from experience in the Habitat Conservation Plan (HCP) division of the U.S. Fish and Wildlife Service (USFWS), working on the first Natural Community Conservation Planning (NCCP) programs in California. She coordinated with city and county planners on multiple specific projects within these planning areas as required for interim project coordination under the Natural Community Conservation Planning Act guidelines and the California gnatcatcher 4(d) rule. She received a certificate of appreciation from Secretary of Interior Bruce Babbitt for her role in development of the Multiple Species Conservation Program (MSCP). Ms. Berryman was the lead USFWS biologist on other large-scale HCPs for local governments, including Yolo, Placer, and Solano Counties in Northern California and the Cities of Carlsbad and Encinitas in Southern California. These regional plans were very complex and covered dozens of species over large geographic areas. Development of these plans involved coordination with county and city planners, elected officials, state and federal regulatory agencies, environmental consultants, legal counsel, and the public. Ms. Berryman has also worked on many HCPs and NCCP programs in the private sector, as described in the section on project experience below.

Project Experience

Yolo Habitat Conservation Plan/Natural Community Conservation Plan—Yolo Habitat Conservancy, California, 2014–Present

Project Manager, Lead Author and Conservation Planner. In close coordination with USFWS, the California Department of Fish and Wildlife (CDFW), Yolo County, planners from four cities, developers, scientists, and environmental groups, developed effects analyses and conservation strategies for 12 species that would be affected by 50 years of development in Yolo County.

EDUCATION

MS, Biology, San Diego State University, 1993

BS, Zoology, University of California, Santa Barbara, 1982

Teaching

Regional Conservation Investment Strategies, UC Davis Extension, 2021

With more than 30 years of experience in environmental biology, conservation planning, and regulatory compliance, Ms. Berryman specializes in Endangered Species Act compliance.



This plan was completed in 2018. Ms. Berryman has since been assisting Yolo Habitat Conservancy with plan implementation.

Management Plan for East Contra Costa County HCP/NCCP—East Contra Costa County Conservancy, California

Senior Biologist/Lead Author. Ms. Berryman prepared a habitat management plan for several thousand acres in East Contra Costa County. The management plan tiers off the East Contra Costa County HCP/NCCP. This was the first management plan to be prepared under the HCP/NCCP.

Tracy Hills Management Plan—San Joaquin County, California

Project Manager/Lead Author. Ms. Berryman prepared a habitat management plan for several state and federally listed species on approximately 2,000 acres in San Joaquin County. The management plan accompanies the completed Tracy Hills HCP. It was approved by USFWS and CDFW.

Cultivated Lands Reserve Unit Management Plan—Yolo Habitat Conservancy, California

Project Manager/Lead Author. Ms. Berryman prepared the first reserve unit management plan (RUMP) for the Yolo HCP/NCCP. This document covered most of the eastern half of Yolo County, including all the planning units dominated by cultivated lands and the primary urban areas, and met all the requirements in Sections 6.4.3.3 and 7.3.6 of the Yolo HCP/NCCP for a RUMP. This document was intended to serve as a template for preparation of future RUMPs under the Yolo HCP/NCCP.

Swainson's Hawk Pre-Permit Reserve Lands Management Plan—Yolo Habitat Conservancy, California

Project Manager/Lead Author. Ms. Berryman prepared a management plan for 14 conservation easements that were acquired for Swainson's hawk mitigation prior to finalization of the Yolo HCP/NCCP. These lands are referred to as Swainson's hawk pre-permit reserve lands. Although the sites were originally protected specifically for conservation of Swainson's hawk, under the Yolo HCP/NCCP, they will be monitored and managed for all covered species potentially occurring on each property. The pre-permit reserve lands management plan met requirements under Section 6.4.3.3 of the Yolo HCP/NCCP, committing the Conservancy to preparing a single management plan that would apply to all the Swainson's hawk pre-permit reserve land sites and address the needs of all covered species with habitat on these sites. It was prepared under the umbrella of the overarching Cultivated Lands Reserve Unit Management Plan described above. This project involved analyzing existing data related to the properties, conducting surveys to update site-specific information, identifying management and enhancement needs for each property, and preparing a document to guide future management and enhancement of these lands.

Butte Regional Conservation Plan—Butte County Association of Governments, California

Lead Author and Conservation Planner. In close coordination with USFWS, CDFW, and Butte County Association of Governments, Ms. Berryman developed effects analyses and conservation strategies for 32 species that would be affected by 50 years of development in Butte County. This HCP/NCCP went through public review and a final plan was completed, although the plan has since been put on hold for political reasons.

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107 Exhibit I | Resumes for Key Staff



Sally Lyn Zeff, AICP

Principal Senior Planner/Project Manager

EXPERIENCE OVERVIEW

Ms. Zeff has more than 30 years of experience in environmental consulting, management, permitting, mining consulting, and planning consulting; she also has extensive experience serving as a public agency planner. She has strong qualifications in general plans, land use, energy, traffic, housing, agriculture and farmland conservation, mining, and related environmental analyses. Ms. Zeff is also experienced in preparing documentation for California Environmental Quality Act (CEQA) compliance and permitting, related to mixed-use land development, transportation, renewable, fossil, and nuclear energy, habitat conservation plans, agricultural processing, and mining. Her urban, regional, and rural planning experience includes general plan work, site analysis, feasibility studies, and mine inspection programs.

Ms. Zeff also provides strategic CEQA advice for a variety of clients, helping with CEQA and National Environmental Policy Act (NEPA) streamlining, risk management, and getting the most value out of CEQA documents. As a project director and people manager, she focuses on staff mentoring and training and quality control maintenance, in addition to business development, marketing, and client relationships.

Ms. Zeff has designed and implemented public involvement programs for projects ranging from general plans to environmental impact reports. She has also developed and implemented a variety of visioning exercises, including specific development project alternatives and general plans. Ms. Zeff's experience includes presentations at public hearings, meetings, and forums; stakeholder and workgroup meetings; and workshops, and she has demonstrated skills in the preparation of public information handouts and displays. Her experience as a public agency planner and city planning director give her specialized insight into handling questions and presentations of opinions by a variety of stakeholders, including project proponents, affected landowners, community activists, and concerned citizens.

Accomplishment Highlights

Former county planner and city planning director

Education

MUP, Urban Planning, University of Michigan
BA, Medieval Studies, Reed College

Certifications and Trainings

AICP No. 6100



RELEVANT PROJECT EXPERIENCE***Land Use Planning***

West Sacramento General Plan Update Environmental Impact Report (EIR)—City of West Sacramento, 2014–2016

Project Director. The City of West Sacramento proposed to comprehensively update its general plan for the first time in more than a decade. ICF assisted the City with technical advice on planning and policy issues, CEQA streamlining, and preparation of a program EIR for the General Plan Update and the City's Climate Action Plan. The project was successfully approved.

Resource Conservation, Open Space, Agriculture (ROSA) Elements for General Plan Update—Alameda County Community Development Agency, 2014–Present

Project Manager. ICF is assisting Alameda County with a comprehensive update of its resource conservation and open space elements of its general plan and creating a new agricultural element. We prepared a baseline biological technical report for the County on which to base revisions to existing County policies within these general plan elements. The technical report summarized special-status species, sensitive habitats, regional conservation planning efforts underway in and adjacent to the County, and key biological issues facing the County. ICF used GIS technology to compile existing and new data and identify sensitive areas in the County that required special policies for protection. ICF biologists and soil scientists also conducted a comprehensive review of all County policies regarding biological resources and erosion control and sedimentation and recommended revisions and new policies to address current conditions, issues, and threats to these resources. We presented our results to community groups throughout Alameda County and soliciting public input. Following this outreach effort, we prepared draft elements for County review.

El Dorado County Targeted General Amendments/Zoning Ordinance Updates (TGPA/ZOU) EIR—El Dorado County, California, 2014–2015

Project Director. Ms. Zeff oversaw preparation of the EIR for the TGPA/ZOU. Specific issues include compliance with recent regulatory changes and addressing issues related to rezoning for commercial sites in rural locations. ICF also assisted El Dorado County with peer review of the proposed zoning ordinance, standard plans for rural community and mixed-use development, and development of alternatives for analysis in the EIR.

Stanislaus County General Plan Update—Stanislaus County, California, 2015–2016

Project Director. Ms. Zeff assisted the County in preparation of the general plan update and EIR for the general plan update. Specific issues included compliance with recent regulatory changes and addressing issues related to farmland conservation.

Modesto General Plan and Master Environmental Impact Report (MEIR) Update—City of Modesto, California, 2002–2004

Project Manager. Ms. Zeff worked closely with City staff to identify needed revisions to the general plan and its policies, drafting new or revised policies, and updating the background information pertinent to land use planning (e.g., public utilities, biological resources). ICF also prepared a MEIR to address the revised general plan. The MEIR provided an overview of potential impacts and mitigation measures, based on the information and land use information generated during the general plan update.

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107

Exhibit I | Resumes for Key Staff

Yolo County General Plan Update and EIR—County of Yolo, California, 2004–2006

Project Manager. As a part of a comprehensive update to the general plan, ICF prepared a comprehensive background report, including options for approaching farmland conservation and economic development, and designed and implemented an inclusive public outreach program.

Agricultural Advisory Committee—County of Ventura, California, 1983–1986

Staff. While employed at Ventura County, Ms. Zeff acted as the County's representative to state legislative committees and coordinated and negotiated with cities on greenbelt agreements. She managed the Williamson Act program.

Aggregate Mining Projects EIR—County of Yolo, California, 1995–1997

Project Manager. While employed at Lilburn Corporation, Ms. Zeff managed preparation of three EIRs for aggregate mining projects on Cache Creek.

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

American Institute of Certified Planners (AICP)

Association of Environmental Professionals (AEP)

EMPLOYMENT HISTORY

ICF. Principal, Project Director. 2020–Present

Montrose Environmental Group. Project Director. 2019–2020

ICF. Principal, Project Director. 2002–2019

Greystone Environmental Consultants. Senior Environmental Planner and
Project Manager. 2000–2002

City of Rocklin. Associate Planner. 1998–2000

Lilburn Corporation. Senior Project Manager. 1995–1997

The Planning Center. Senior Project Manager. 1992–1995

EIP Associates. Associate. 1989–1992

Town of Los Altos Hills. Planning Director. 1988–1989

Blayney-Dyett. Planner. 1986–1988

City of Fremont. Associate Planner. 1986–1986

Ventura County. Associate Planner. 1982–1986

Yolo County. Junior Planner. 1981–1982



Diana C. Roberts

Senior Environmental Planner/Lead Author and Agricultural Analyst

EXPERIENCE OVERVIEW

Ms. Roberts is a senior writer and project manager in ICF's San Jose office. As a project manager, she prepares and reviews California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) environmental compliance documents, coordinates the activities of multidisciplinary teams, and facilitates communication and information flow among team members. As a writer, she focuses on agricultural lands, paleontological resources, geological resources, and hazards and hazardous materials analyses for CEQA/NEPA environmental compliance documents and technical reports. She works on a variety of local jurisdiction planning, development, road and rail transportation, water, environmental restoration, and conservation planning projects to ensure deliverables meet client needs and regulatory requirements.

PROJECT EXPERIENCE

Sites Reservoir Project Environmental Impact Report (EIR)/Environmental Impact Statement (EIS)—U.S. Bureau of Reclamation and Sites Project Authority, Northern California, 2021–Present

Lead Author for Agricultural Farmlands. Ms. Roberts prepared analysis of impacts on important farmland and protected farmland under CEQA and NEPA as a result of construction of project elements on farmland and changes in water temperature and contaminant concentrations during operation. The project would involve the construction and operation of an offstream surface water reservoir to provide benefits to instream flows, the Delta ecosystem, and water supply reliability. The project would use existing infrastructure to divert unregulated and unappropriated flow from the Sacramento River at Red Bluff and Hamilton City and convey the water to a new offstream reservoir west of the community of Maxwell, CA.

Interlake Tunnel and Spillway Modification Project EIR—Monterey County Water Resources Agency, 2021–Present

Lead Author for Agricultural Farmlands and Geology, Soils, and Paleontological Resources. Ms. Roberts prepared analyses of impacts as a result of construction of project elements and increased inundation area of the expanded reservoir. The proposed project would connect Nacimiento Reservoir and San Antonio Reservoirs with an underground

Years of Experience

Professional start date: 08/1997
ICF start date: 01/2004

Education

MA, Linguistics, Cornell University, 1991
BS, Applied Psychology, Georgia Institute of Technology, 1982
Graduate exchange scholar, Linguistics, Stanford University, 1985

Professional Memberships

American Geophysical Union
Association of Environmental Professionals

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107 Exhibit I | Resumes for Key Staff

water conveyance tunnel (i.e., Interlake Tunnel) and modify the spillway at San Antonio Dam (i.e., Spillway Modification). As further detailed in Chapter 2, Project Description, the proposed project is intended to expand and make better use of the storage capacity at San Antonio Reservoir.

California High-Speed Train, Los Angeles to Anaheim Section EIS/EIR—California High-Speed Rail Authority, Los Angeles and Orange Counties, California (subconsultant to STV), 2017–Present

Task Lead. Ms. Roberts served as task lead for agricultural farmlands and technical author for paleontological resources; geology, soils, and seismicity; hazardous materials and wastes; and preferred alternative. She provided quality assurance/quality control for agricultural resources analysis, including technical review of the California Land Evaluation and Site Assessment analysis. This project section of the California HSR System would extend approximately 30 miles, starting at Los Angeles Union Station south to the Anaheim Regional Transportation Intermodal Center in Anaheim with stations in between. This corridor runs through a narrow and constrained urban environment, with other rail operators in the area.

California High-Speed Train, San Jose to Merced Section EIR/EIS—California High-Speed Rail Authority, Northern California (subconsultant to HNTB), 2016–Present

Task Lead for Agricultural Farmlands. Ms. Roberts prepared an agricultural lands technical report, including Natural Resources Conservation Service Land Evaluation and Site Assessment for linear projects (form NRCS-CPA-106). She prepared the agricultural lands technical section, as well as standard responses to public comments for the agricultural lands analysis. She also prepared a report to the Department of Conservation regarding impacts on Williamson Act lands. The San Jose to Merced addresses the 90-mile portion of the high-speed rail section connecting to the San Francisco to San Jose and the Merced to Fresno Section. This section would pass through extensive important farmland areas.

ACE Extension Lathrop to Ceres (Phase I) and Ceres to Merced Project EIRs—San Joaquin Regional Rail Commission (subconsultant to AECOM), Livermore, California, 2017–2020

Task Lead. Ms. Roberts served as task lead for agricultural lands and paleontological resources analyses. She prepared the agricultural resources and paleontological resources analysis for the EIR for the first phase of this project (Lathrop to Ceres) and the second phase (Ceres to Merced). The study area for these two projects includes extensive important farmland, land under Williamson Act contract, and confined animal agriculture, as well as several units of high paleontological sensitivity for projects that will include substantial ground disturbance.

Sites Reservoir Planning and Permitting: Maxwell Intertie Project EIR/EA—Maxwell, California, 2018–2018

Task Lead for Agricultural Resources. The study area includes extensive important farmland. Ms. Roberts completed the Natural Resources Conservation Service Land Evaluation and Site Assessment (Form AD-1006, Farmland Conversion Impact Rating). The intertie project would connect existing canals and reservoir systems to the new Sites Reservoir.

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
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Exhibit I | Resumes for Key Staff

Re-initiation of Consultation for Long-Term Operations of the Central Valley Project EIS—U.S.
Bureau of Reclamation, Sacramento, California, 2019–2019

Task Lead for Agricultural Resources and Land Use. Ms. Roberts evaluated the potential effects related to modifications to the continued long-term operation of the Central Valley Project for its authorized purposes. This EIS evaluates alternatives to maximize water supply deliveries and optimize marketable power generation and to augment operational flexibility by addressing the status of listed species. Effects analysis was based on both qualitative and quantitative methods. Quantitative analysis was based on results of the Statewide Agricultural Production Model (SWAP model) for agriculture and on results of California Water Economic Spreadsheet modelling (CWEST model) for land use for project-level actions. Qualitative analysis based on trends in water availability and acreage of land use change was performed for program actions.

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Yolo County



Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation Priority Plan, Bid #FINARFQKK2107

Exhibit I | Resumes for Key Staff



Stefanie Lyster

Managing Director, Stakeholder Engagement, Communications, and Project Management

EXPERIENCE OVERVIEW

Ms. Lyster is a managing director and team leader for ICF's environmental communications and stakeholder engagement work. Her expertise is directing strategic communication programs to support controversial projects and guiding clients through the public participation requirements for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Ms. Lyster works on communications projects for local, state, and federal agencies. She leads communication planning efforts, implements and facilitates meetings, and writes communication materials. She is also a document manager for ICF's large environmental documents to support the work and deadlines of technical authors and subject matter experts. She reviews public comments on draft environmental documents and prepares responses for inclusion in final environmental documents and tracks the comments to understand stakeholder issues.

PROJECT EXPERIENCE HIGHLIGHTS

Delta Conveyance—California Department of Water Resources (DWR), Sacramento, California, 2020–Present

Task Order Manager/Communications Director. Ms. Lyster oversees the team of subcontractors working on statewide public outreach for this project. She also manages the CEQA/NEPA public review period for the draft environmental documents. In this capacity, she executed seven public scoping meetings throughout the state in February and March 2020 and helped develop and implement a series of technical webinars in summer 2021. She prepared the project's scoping summary report, reviewing and sorting more than 2,000 comments and categorizing them to assist with tracking stakeholder issues. Ms. Lyster is currently supporting the development of the public review period for the draft environmental impact report (EIR).

Caltrans Division of Environmental Analysis Coastal Program—California Department of Transportation (Caltrans), Headquarters, Sacramento, California, 2012–Present

Managing Director. Ms. Lyster directs an internal communication program for Caltrans environmental staff to improve practices and understanding for preparing coastal development permits. She has prepared communication plans to guide the communications for the program. She develops in-

Years of Experience

Professional start date:
05/1998

ICF start date: 05/2003;
01/2007

Education

MPA, California State University,
Chico, 2003

BA, Journalism and Political
Science, University of
Nevada, Reno, 1998



person and online trainings, coordinates monthly meetings between Caltrans and the California Coastal Commission, develops project tracking reports, and prepares informational materials. Ms. Lyster supports and helps manage the efforts of an Integrated Planning Team of Caltrans and California Coastal Commission leaders to implement best practices and special initiatives and develop informational materials to improve coordination and collaboration among the two agencies. She has also worked with Caltrans staff and other resource agencies on coordination and mapping related to development of the California Coastal Trail.

Caltrans Division of Environmental Analysis State Route 37 Planning and Environmental Linkages Study—Caltrans, Headquarters, Sacramento, California, 2021–Present

Managing Director. Ms. Lyster is undertaking communications and outreach efforts for this study to encourage participation and engagement with stakeholders. She provides strategic advice to the project team on meeting management and working with stakeholders and the general public. She is currently drafting new informational materials so the project is easy to understand for the layperson and is planning for public meetings in 2022.

Caltrans Division of Environmental Analysis Litter Abatement Plans—Caltrans, Headquarters, Sacramento, California, 2021–Present

Managing Director. Ms. Lyster led an effort to prepare litter abatement plans for two Caltrans districts by coordinating communications and information-gathering sessions among staff in various divisions of the transportation department. She facilitated more than 10 working sessions to get input for the plans. Her efforts also included developing presentations and graphics and drafting the litter abatement plans.

Sacramento/Delta Bay–Delta Staff Report Update—State Water Resources Control Board, Sacramento, California, 2020–Present.

Manager. Ms. Lyster is managing development of sections of the staff report update. She is responsible for developing outlines and creating document shells for authors and drafting initial content for technical review. She works closely with authors as they draft their chapters to review their sections, answer/clarify client review comments, coordinate editing and format of chapters and ensure quality control, and coordinate Americans with Disabilities Act (ADA) compliance before the document is released. She has developed the public participation plan for the project and will lead the communications work and planning for public meetings to take comments on the document when it is released.

Re-initiation of Consultation on the Coordinated Long-Term Operation of the CVP and SWP—U.S. Bureau of Reclamation, Sacramento, California, 2018–2020

Document Manager. Ms. Lyster worked with a team of ICF technical staff and five subcontractors to prepare a biological assessment (BA) and environmental impact statement (EIS) for Reclamation's Re-initiation of Consultation on the Coordinated Long-Term Operation of the Central Valley Project and State Water Project. She led the document management for the BA and EIS, keeping production staff on target to meet short deadlines while producing high-quality documents. She was a lead reviewer for the EIS and appendices and oversaw the aquatics resources appendix. Ms. Lyster worked with the project management team to review public comments on the document and prepare written responses. She also managed the administrative record process and developed the record for the project.

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation Priority Plan, Bid #FINARFQKK2107
Exhibit I | Resumes for Key Staff

Bay Delta Conservation Plan/California WaterFix/Delta Conveyance—California Department of Water Resources (DWR), Sacramento, California, 2008–2019

Task Order Manager/Senior Communications Manager. Ms. Lyster oversaw the subcontractors working on statewide public outreach for this complex and controversial project. She also managed the CEQA/NEPA public review period for the draft environmental documents. In this capacity, she executed 12 public meetings throughout the state in 2014 and developed project webinars and executive summaries to assist the public in navigating 30,000 pages of environmental documents. Ms. Lyster also served as author and document manager for portions of the project's environmental documents, including the fish/aquatics and the coordination/consultation chapters of the EIR/EIS.

Ms. Lyster has executed the stakeholder engagement for the program, including managing technical workshops to share progress of the development of the project's conservation plan, holding public meetings to provide updates on the development of the draft environmental documents, and implementing a stakeholder engagement program and developing fact sheets, website content, stakeholder messages, and scheduling briefings and presentations to key stakeholders in the region.

Colusa–Sutter Transmission Line Project—Western Area Power Administration/Sacramento Municipal Utility District, Sacramento, California, 2015–2018

Senior Communications Manager. Ms. Lyster executed a communication and public participation plan for a proposed 500-kilovolt transmission line in Colusa, Sutter, Yolo, and Sacramento Counties. She led the project team through two scoping periods to share information and discuss concerns with landowners and other stakeholders. She wrote the project's communication plan to guide the implementation of engagement and outreach efforts for the project. Ms. Lyster developed all project informational materials, including key messages, newsletters, and website content, and advised the project team on communicating to stakeholders.

Smith Canal Gate Project—San Joaquin Area Flood Control Agency, Stockton, California, 2014–2016

Document Manager/Public Outreach Manager Ms. Lyster oversaw preparation of the draft EIR. She coordinated workflow among technical staff, project review team, and publications staff. She worked with project engineers on development of alternatives description and response to comments. She also managed public outreach, including executing public meetings, developing communication materials, and interfacing with stakeholders about flood risk and concerns over project alternatives.

Exhibit B: Proposal Excerpt

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Exhibit I | Resumes for Key Staff

Freeport Regional Water Project Outreach Program—Freeport Regional Water Authority,
Sacramento, California, 2003–2010

Communications Manager. Ms. Lyster managed the project's public outreach program during environmental review, design, and construction. She served as onsite communications manager during construction, responsible for informing stakeholders about the \$900 million project and providing information about construction activities and impacts. She identified and assessed stakeholders; held public hearings on environmental documents; conducted focus groups to gain feedback on project design; provided weekly construction updates to affected residents; coordinated community meetings; responded to stakeholder inquiries about the project; conducted media relations; designed and maintained the project website; provided project briefings to community groups, boards of directors, and elected officials; and managed development of all information materials, including project brochures, videos, and fact sheets. Ms. Lyster implemented the environmental monitoring program during project construction. She developed an educational video about permit requirements for use by all contractors and staff; coordinated workshops with contractors to review project commitments, permit requirements, and sensitive species; attended project construction meetings; and briefed environmental monitoring staff on upcoming construction activities.

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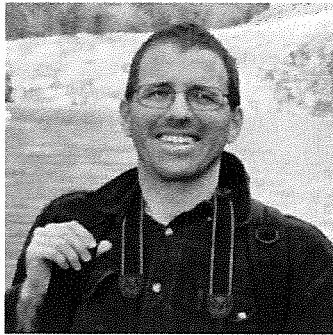
Yolo County



Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
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Exhibit I | Resumes for Key Staff



Dan Schiff

Senior GIS Specialist

EXPERIENCE OVERVIEW

Mr. Schiff has more than 15 years of experience applying geographic information systems (GIS) to natural resources, conservation, land use planning, wildfire management, wetlands delineation, and environmental impact assessment projects. His experience includes geospatial data analysis, building geospatial databases, data conversion, field global positioning systems (GPS) data collection, data transformation and rectification, and metadata management. Mr. Schiff has designed and implemented more than 50 GIS habitat suitability models to support habitat conservation planning. He is also experienced in cartographic design and production methods to effectively communicate complex information. His software experience includes ArcGIS 10.X, Spatial Analyst, 3D Analyst, ArcGIS Model Builder, Survey 123, ArcGIS Pro, Collector, Trimble Pathfinder Office, ArcPad 10.X, Marxan, Zonae Cogito, Marxan with Zones, Trimble Terrasync, Microsoft Office, and Adobe Photoshop.

Mr. Schiff creates GIS-based models based on species habitat criteria using various data layers and ArcGIS Modelbuilder. He performs analysis on the species habitat models to access impacts and restoration opportunities.

Mr. Schiff imports and processes data from various sources, including CAD data, into usable data for various GIS analysis and mapping functions. He digitizes and prepares large land cover datasets for analysis. He is knowledgeable about various GPS data collection methods and importing the data into GIS software.

PROJECT EXPERIENCE

Upper Santa Ana River Habitat Conservation Plan (HCP)—San Bernardino Valley Water Conservation District, California

GIS Analyst. Mr. Schiff compiled and organized multiple datasets for a plan-wide land cover dataset. He reviewed and combined species occurrence data from multiple sources into a single layer for analysis.

Desert Renewable Energy Conservation Plan (DRECP)—California Energy Commission/Aspen Environmental Group, Mojave Desert, California

Lead GIS Analyst. Mr. Schiff used both ArcGIS and Marxan software in the preparation of the initial Reserve Design for the DRECP plan area. This included data preparation for multiple

Education

BA, Geography, California State University, Sacramento, 2002

AS, Geographic Information Systems, American River College, Sacramento, California, 2006

Trainings

Completed GIST Course for Incident (Disaster) Mapping

Key Skills

Habitat suitability models
Data collection and processing



scenarios concurrently in ArcGIS with more than 75 input datasets using model builder. He configured Marxan to provide results showing high-value areas for preservation and for solar/wind resource. Mr. Schiff compiled data from multiple sources to create base layers for both land cover and protected lands within the more than 20-million-acre project area. He assisted in preparing GIS datasets for use within the MaxEnt modeling program.

Desert Conservation Program Rare Plant Inventories—Clark County, Nevada

GIS Analyst. Mr. Schiff helped plan and coordinate GPS data collection methods for multiple field crews over 2 years of field surveys on the project. He set up a GPS data dictionary for field crews and reviewed and corrected the GPS data as needed for the final deliverable.

HCP Biological Effectiveness Monitoring of Population and Habitat—Natomas Basin
Conservancy, Sacramento and Sutter Counties, California

Lead GIS Analyst. Mr. Schiff incorporated Swainson's hawk nest locations and other biological data into GIS. He performed analysis on GIS data and created and updated map figures for the yearly report. He helped set up field staff with the GIS/GPS equipment necessary for the annual land cover updates to the GIS layer and incorporated the updates back into GIS.

Santa Clara County HCP—Santa Clara County, San Jose, California

Lead GIS Analyst. Mr. Schiff interpreted and digitized land cover/vegetation types using aerial imagery and gathered data to update land cover datasets using GIS and GPS to assess data in the field. He provided GIS support for the GAP and impact analysis and design of the conservation strategy. Mr. Schiff created map figures for the document. He built more than 25 habitat models in model builder using multiple inputs for various covered species in the plan. He used model builder extensively on the project to save time and provide documentation of GIS tasks.

Bay Area O&M HCP—PG&E, California

GIS Analyst. Mr. Schiff worked with botanists to perform an analysis of California Natural Diversity Database (CNDDDB) occurrence records within the HCP.

San Joaquin Valley O&M HCP—PG&E, California

GIS Analyst. Mr. Schiff assisted with creating a map book of species of concern to assist with determining possible plant and wildlife species occurrences near PG&E facilities in the field, based on critical habitat and CNDDDB occurrences

Vernal Pool Habitat Assessment—San Joaquin Council of Governments, San Joaquin County, California

GIS Analyst. Mr. Schiff created maps of selected parcels for reserves. He accessed and used CNDDDB data to assist in biological assessments.

Exhibit B: Proposal Excerpt

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Exhibit I | Resumes for Key Staff



Daniel M. Miles, PhD

Director, Urban Solutions/Real Estate Economist

EXPERIENCE SUMMARY

Dr. Miles is an applied microeconomist who leads complex economic analysis projects across a variety of sectors and industries. He is skilled at using economics and statistical analysis to produce evidence-based thought leadership. He specializes in analyzing the impact of technological, economic, and demographic shifts on industries, cities, and individual companies.

Prior to joining Hatch, Dr. Miles was a principal and senior vice president at Econsult Solutions where he led projects to estimate the real estate development impacts of new transit investments, the economic and fiscal impacts of green infrastructure investments, transportation investments, preserved open space, and tax structure changes. He was also the chief operating officer and chief economist of ESI ThoughtLab where he led many groundbreaking thought leadership studies in smart cities, cybersecurity, artificial intelligence, autonomous vehicles, the future of work, cashless cities, and digital transformation.

Dr. Miles conducted numerous economic and fiscal impact studies and market studies for public- and private-sector development projects. Project areas include hotel, casino and entertainment venues, education, healthcare, retail, residential, mixed-use, and alternative energy.

PROJECT EXPERIENCE

The Economic Impact of the Development of Small Modular Nuclear Reactor—Confidential Client.

Dr. Miles estimated the economic impacts of the design, construction, operation, and decommissioning of a small modular nuclear reactor on Ontario and Canadian economies. The analysis involved the development of a custom economic impact model using input-output data from Statistics Canada. In addition to estimating the economic impacts of the project, the analysis also included an assessment of the catalytic benefits that would be generated for the Canadian Economy, including the spillover research and development impacts, export potential, and first-mover advantages.

Presidio Yard Redevelopment—San Francisco Municipal Transportation Agency.

Financial Modeling Subject Matter Expert. Dr. Miles provided bus yard design and development services to evaluate

Areas of Expertise

Market and financial feasibility
Real estate and urban economics
Benefit-cost analysis
Local and regional economic development
Economic and fiscal impact analysis
Applied microeconomics
Public policy analysis

Education

PhD, Philosophy in Public Policy,
University of Maryland
Baltimore County
Master of Public Policy, School
of Public Policy, University
of Maryland
BS, Political Science (Minor:
Economics), University of
Scranton



potential viable joint uses on the site of a San Francisco Municipal Transportation Agency (SFMTA) bus maintenance facility. Hatch is the real estate advisor to SFMTA, helping it model and advance commercial, highest and best uses, and affordable housing uses through real estate, land use, and market analysis.

Pennsylvania Agriculture: A Look at the Economic Impact and Future Trends—Team PA and the Pennsylvania Department of Agriculture

Dr. Miles produced a comprehensive analysis of the Pennsylvania agriculture industry, including quantifying the economic impact of industry, conducting a SWOT and economic cluster analysis to identify the potential opportunities for agriculture in Pennsylvania, and developing a series of industry and policy recommendations to help the industry adapt to macro trends facing the industry.

The Economic Value of Protected Open Space—Delaware Valley Regional Planning Commission

Dr. Miles estimated the economic, environmental, ecosystem service, recreation, health, and property value benefits of protected open space in the five-county Philadelphia region. The analysis also examined the annual economic activity (GDP, employment, and wages and salaries) and fiscal impacts supported by the activities on the preserved open space. Types of protected open spaces included preserved agricultural land, local and state parks, and land trust and other preserved land.

Return on the Environment—The Economic Value of Protected Open Space in Chester County—Natural Land Trust and Chester County Planning Commission

Dr. Miles estimated the economic, environmental, ecosystem service, recreation, health, and property value benefits of protected open space in Chester County, PA. The analysis also examined the annual economic activity (GDP, employment, and wages and salaries) and fiscal impacts supported by the activities on the preserved open space. Types of protected open spaces included preserved agricultural land, local and state parks, and land trust and other preserved land.

Return on the Environment – The Economic Value of Protected Open Space in Mercer County—Delaware Valley Regional Planning Commission

Dr. Miles estimated the economic, environmental, ecosystem service, recreation, health, and property value benefits of protected open space in Mercer County, NJ. The analysis also examined the annual economic activity (GDP, employment, and wages and salaries) and fiscal impacts supported by the activities on the preserved open space. Types of protected open spaces included preserved agricultural land, local and state parks, and land trust and other preserved land.

The Economic Impact of Green City, Clean Waters—Sustainable Business Network

Green City, Clean Waters is an initiative of the Philadelphia Water Department. The analysis looked at the economic impacts of the green stormwater investments made by the Water Department. The study also estimated the property value impacts for properties located in close proximity to public green stormwater investments. The study showed that green stormwater investments also produced ecological, aesthetic, recreational, and social gains throughout the City.

City of Philadelphia

Dr. Miles conducted a cost-benefit analysis of the 40,000 existing vacant parcels in Philadelphia. The report was able to clearly quantify the costs of the current system to the City

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Exhibit I | Resumes for Key Staff

and the potential benefits of possible reform. The analysis estimated the potential costs to the city in terms of lost property value, annual City maintenance expenses, and lost property tax revenue.

Philadelphia Water Department

Dr. Miles estimated the economic impacts of changes in Philadelphia Water Department's stormwater water billing methods. The analysis included an identification of which parcels and industries would be impacted by a change in the billing fee system, the property value impacts of the changes, and which industries would be likely to leave the City as a result of the changes and the resulting fiscal impacts for the City in terms of lost tax revenue.

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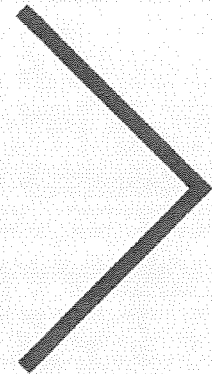
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Attachment A

YCC 8 2-404

Exhibit B: Proposal Excerpt

Sec. 8-2.404. Agricultural Conservation and Mitigation Program.

(a) *Purpose.*

(1) The purpose of this section is to implement the agricultural land conservation policies contained in the Yolo County General Plan with a program designed to permanently protect agricultural land located within the unincorporated area.

(b) *Definitions.*

Agricultural land or farmland

Those land areas of unincorporated Yolo County, regardless of current zoning, that are either currently used for agricultural purposes or that are substantially undeveloped and capable of agricultural production. Land that is determined to be incapable of supporting the production of agricultural commodities is excluded from this definition and does not require agricultural mitigation under this section. Any such determination shall be made by the deciding authority on a permit (or other) application in consultation with the Agricultural Commissioner, whose recommendation shall be given substantial weight unless unsupported by evidence.

Agricultural mitigation land

Agricultural land encumbered by a farmland conservation easement.

Agricultural use

Those principal, accessory, and conditional uses and structures defined in Section 8-2.304 of this title, excluding "covered habitat mitigation projects" as defined in Section 8-2.307 of this title but including other projects involving restoration or conversion to habitat, so long as the restoration or conversion is incidental to or ancillary to the agricultural uses on the parcel, and excluding. Medium-sized, large, and very large solar energy systems, which are subject to Section 8-2.1104 and 8-2.1105 of this Title, are also excluded from this definition unless the approving authority reasonably determines a medium-sized solar energy project generates energy solely to offset agricultural equipment demands (e.g., irrigation pumps) on the project site and on any contiguous lands of the applicant or, alternatively, that the project will be implemented in a manner that does not substantially diminish the agricultural productive capacity of the project site. Permits issued for surface mining, which are subject to Section 10-5.525 of Title 10, are also excluded from this definition.

Farmland conservation easement

An easement encumbering agricultural land for the purpose of restricting its use to agricultural activities.

Predominantly non-agricultural use

Any use not defined or listed as a principal, accessory, and conditional use allowed in the agricultural zones, as defined and listed in Sections 8-2.303 and 8-2.304. Predominantly non-agricultural use specifically does not include the restoration or conversion to habitat, so long as the restoration or conversion is incidental to or ancillary to the agricultural uses on the parcel, but the definition does include "covered habitat mitigation projects" as defined in Section 8-2.307 of this title.

Prime farmland

Prime farmland shall generally mean farmland that meets the criteria applied by the Farmland Mapping and Monitoring Program of the United States Department of Agriculture. Farmland shall also be considered prime farmland for purposes of this section if it meets the definition of "prime agricultural land" in Government Code Section 51201. Additionally, land that is not currently in production shall also be considered prime farmland under this section if, in the reasonable judgment of

the approving authority, it would be considered prime farmland under either of the foregoing definitions if it was in active production.

Qualifying entity

A nonprofit public benefit 501(c)(3) corporation or other entity eligible to hold a conservation easement for mitigation purposes under California law, including but not limited to Government Code Sections 65965-65968, operating in Yolo County for the purpose of conserving and protecting land in its natural, rural or agricultural condition. The County will consider the following criteria when considering a proposed agricultural conservation entity for these purposes, and when monitoring the performance of qualifying entities over time:

- (1) Whether the proposed entity is a non-profit organization or other entity eligible to hold a conservation easement for mitigation purposes under California law that is either based locally, is statewide, or is a regional branch of a national non-profit organization whose principal purpose is holding and administering agricultural conservation easements for the purposes of conserving and maintaining lands in agricultural production;
- (2) Whether the entity has a long-term proven and established record for holding and administering easements for the purposes of conserving and maintaining lands in agricultural production;
- (3) Whether the entity has a history of holding and administering easements in Yolo County for the foregoing purposes;
- (4) Whether the entity has adopted the Land Trust Alliance's "Standards and Practices" and is operating in compliance with those Standards and Practices; and
- (5) Any other information that the County finds relevant under the circumstances.

A local public agency may be an easement co-holder if that agency was the lead agency during the environmental review process or if otherwise authorized by the Board of Supervisors to co-hold a conservation easement. The County also favors that applicants transfer easement rights directly or indirectly (i.e., through a transaction involving a third party) to the qualifying entity in accordance with that entity's procedures. The County retains the discretion to determine whether the proposed agricultural conservation entity identified by the applicant has met the criteria delineated above. Qualifying entities may be approved by the Board of Supervisors from time to time in its reasonable discretion in accordance with this section.

Small project

A development project that is less than twenty (20) acres in size. A small project does not include one phase or portion of a larger project greater than twenty (20) acres that is subject to a master, specific, or overall development plan approved by the County.

(c) Mitigation requirements.

- (1) Agricultural mitigation shall be required for conversion or change from agricultural use to a predominantly non-agricultural use prior to, or concurrent with, approval of a zone change from agricultural to urban zoning, permit, or other discretionary or ministerial approval by the County.

Except as provided in subsection (d)(2) below, relating to adjustment factors, for projects that convert prime farmland, a minimum of three (3) acres of agricultural land shall be preserved in the locations specified in subsection (d)(1) for each acre of agricultural land changed to a predominantly non-agricultural use or zoning classification (3:1 ratio). For projects that convert non-prime farmland, a minimum of two (2) acres of agricultural land shall be preserved in the locations specified in subsection (d)(1) for each acre of land changed to a predominantly non-agricultural use or zoning classification (2:1) ratio. Projects that convert a mix of prime and non-prime lands shall mitigate at a

Exhibit B: Proposal Excerpt

blended ratio that reflects for the percentage mix of converted prime and non-prime lands within project site boundaries.

(2) The following uses and activities shall be exempt from, and are not covered by, the Agricultural Conservation and Mitigation Program:

(i) Affordable housing projects, where a majority of the units are affordable to very low or low income households, as defined in Title 8, Chapter 8 of the Yolo County Code (Inclusionary Housing Requirements);

(ii) Public uses such as parks, schools, cultural institutions, and other public agency facilities and infrastructure that do not generate revenue. The applicability of this exemption to public facilities and infrastructure that generate revenue shall be evaluated by the approving authority on a case-by-case basis. The approving authority may partly or entirely deny the exemption if the approving authority determines the additional cost of complying with this program does not jeopardize project feasibility and no other circumstances warrant application of the exemption;

(iii) Gravel mining projects regulated under Title 10, Chapters 3-5 of the Yolo County Code, pending completion of a comprehensive update of the gravel mining program (anticipated in January 2017); and

(iv) Projects covered by an approved specific plan which includes an agricultural mitigation program.

(3) Applications deemed complete prior to the effective date of the ordinance shall provide mitigation at a 1:1 ratio in compliance with all other requirements of this Agricultural Conservation and Mitigation Program.

(d) *Agricultural Mitigation Implementation.* Agricultural mitigation required by this section shall be implemented as follows:

(1) Location, Generally. Mitigation lands shall be located within two (2) miles of sphere of influence of a city or within two (2) miles of the General Plan urban growth boundary of the town of Esparto ("Esparto Urban Growth Boundary"). Mitigation may also occur in any other area designated by the Board of Supervisors based on substantial evidence demonstrating that the parcel at issue consists predominantly of prime farmland and/or is subject to conversion to non-agricultural use in the foreseeable future. Any such designation shall be made by resolution and shall specify whether the designated area is a priority conservation area subject to a 1:1 mitigation ratio. For all other designated areas, the resolution shall specify the mitigation ratio for any mitigation occurring in the covered area, which may exceed the applicable base ratio.

(2) Adjustment Factors. The following adjustment factors shall be applied, where relevant, to modify the base ratio:

(i) Priority Conservation Areas. Mitigation occurring within a priority conservation area shall occur at a reduced 1:1 ratio unless otherwise specified below. The following areas shall be deemed priority conservation areas for purposes of this section:

(A) Parcels partly or entirely within one-quarter (0.25) mile of the sphere of influence of a city or the Esparto Urban Growth Boundary, or, for projects that convert primarily non-prime farmland, one (1) mile of the sphere of influence of a city or the Esparto Urban Growth Boundary. For the purposes of this subsection, the word "primarily" shall mean greater than fifty (50) percent.

(B) Parcels lying partly or entirely within the area bounded by County Roads 98 and 102 on the west and east, respectively, and by County Roads 29 and 27 on the north and south, respectively. For mitigation of impacts to prime farmland, the ratio shall be 2:1 within this area.

(3) Other Factors.

Exhibit B: Proposal Excerpt

(i) If the area to be converted is twenty (20) acres or more in size, subject to the exception in (iii), below, by granting, in perpetuity, a farmland conservation easement to a qualifying entity with the County as a third party beneficiary, together with the provision of funds sufficient to compensate for all administrative costs incurred by the qualifying entity and the County as well as funds needed to establish an endowment to provide for monitoring, enforcement, and all other services necessary to ensure that the conservation purposes of the easement or other restriction are maintained in perpetuity.

(ii) If the area to be converted is a small project less than twenty (20) acres in size, by granting a farmland conservation easement as described in subsection (i), above, or payment of the in-lieu fee established by the County to purchase a farmland conservation easement consistent with the provisions of this section; and the payment of fees in an amount established by the County to compensate for all administrative costs incurred by the County inclusive of endowment funds for the purposes set forth in subsection (i), above. The in-lieu fee, paid to the County, shall be used for agricultural mitigation purposes only (i.e. purchases of conservation easements and related transaction and administrative costs).

(iii) If Yolo County or a qualifying entity establishes a local farmland mitigation bank and sufficient credits are available at a total cost not exceeding the in lieu fee (and all related transactional and similar costs), small projects shall satisfy their farmland mitigation requirement by purchasing credits from the mitigation bank in a quantity sufficient to discharge the mitigation obligations of the project under this section. Other local projects converting twenty (20) or more acres of farmland may also purchase credits to discharge their farmland mitigation requirements, in lieu of providing an easement under subsection (i), above.

A farmland mitigation bank must be approved by the Board of Supervisors for local (i.e., within Yolo County) mitigation needs based upon a determination that it satisfies all of the farmland mitigation requirements of this section.

Landowners and project applicants that conserve more farmland than necessary to satisfy their mitigation obligations may seek approval of a farmland mitigation bank through an application process to be developed by the Planning, Public Works, and Environmental Services Department.

(iv) Agricultural mitigation shall be completed as a condition of approval prior to the acceptance of a final parcel or subdivision map, or prior to the issuance of any building permit or other final approval for development projects that do not involve a map.

(e) *Eligible lands.* Land shall meet all of the following criteria in sections (1) through (6), below, to qualify as agricultural mitigation:

(1) Agricultural conservation easements resulting from this program shall be acquired from willing sellers only;

(2) The property is of adequate size, configuration and location to be viable for continued agricultural use;

(3) The equivalent class of soil, based on the revised Storie index or NRCS soil survey maps, for the agricultural mitigation land shall be comparable to, or better than, the land which is converted;

(4) The land shall have an adequate water supply to maintain the purposes of the easement, i.e., to irrigate farmland if the converted farmland is irrigated or capable of irrigation. The water supply shall be sufficient to support ongoing agricultural uses;

(5) The mitigation land shall be located within the County of Yolo in a location identified for mitigation in accordance with this section;

(6) It is the intent of this program to work in a coordinated fashion with the habitat conservation objectives of the Yolo Habitat Conservancy joint powers agency and the developing Habitat

Exhibit B: Proposal Excerpt

Conservation Plan/Natural Communities Conservation Plan. The mitigation land may not overlap with existing habitat conservation easement areas; the intent is to not allow "stacking" of easements, except for habitat conservation easements protecting riparian corridors, raptor nesting habitat, wildlife-friendly hedgerows, or other restored or enhanced habitat areas so long as such areas do not exceed five percent (5%) of the total area of any particular agricultural conservation easement.

(f) *Ineligible lands.* A property is ineligible to serve as agricultural mitigation land if any of the circumstances below apply:

(1) The property is currently encumbered by a conservation, flood, or other type of easement or deed restriction that legally or practicably prevents converting the property to a nonagricultural use; or

(2) The property is currently under public ownership and will remain so in the future, except to the extent it is included within a mitigation bank that may subsequently be established by the County or other public agency; or

(3) The property is subject to physical conditions that legally or practicably prevent converting the property to a nonagricultural use.

(g) *Minimum conservation requirements.* The following minimum requirements shall be incorporated into all conservation easements recorded to satisfy the requirements of this mitigation program. Nothing in this subsection is intended to prevent the inclusion of requirements that require a higher level of performance from the parties to a conservation easement or other instrument to ensure that the goals of this mitigation program are achieved.

(1) It is the intent of the County to transfer most, if not all, of the easements that are received from this program to a qualifying entity, as defined above, for the purpose of monitoring compliance with easement terms and taking any necessary enforcement and related actions. Estimated costs of any such transfer may be recovered from the applicant at the time of easement acceptance by the County.

(2) All farmland conservation easements shall be acceptable to County Counsel and the qualifying entity that will receive the easement, and signed by all owners with an interest in the mitigation land.

(3) The instrument shall prohibit any uses or activities which substantially impair or diminish the agricultural productivity of the mitigation land, except for the restoration or conversion to habitat uses of up to five percent (5%) of the total easement land, or that are otherwise inconsistent with the conservation purposes of this mitigation program. The instrument shall protect the existing water rights and retain them with the agricultural mitigation land; however, the instrument shall not preclude the limited transfer of water rights on a temporary basis (i.e., not to exceed two (2) years in any ten (10) year period) to other agricultural uses within the County, so long as sufficient water remains available to continue reasonable and customary agricultural use of the mitigation land.

(4) The instrument shall prohibit the presence, construction, or reconstruction of homes or other non-agricultural uses except within a development envelope designated in an exhibit accompanying the easement. Any such development envelope(s) shall not count toward the acreage totals of the conservation easement for mitigation purposes. The easement shall specify that ancillary uses must be clearly subordinate to the primary agricultural use.

(5) Conservation easements held by a qualifying entity shall name the County as a third party beneficiary with full enforcement rights.

(6) Interests in agricultural mitigation land shall be held in trust by a qualifying entity and/or the County in perpetuity. The qualifying entity or the County shall not sell, lease, or convey any interest in agricultural mitigation land which it shall acquire except in accordance with the terms of the conservation easement.

(7) The conservation easement can only be terminated by judicial proceedings. Termination shall not be effective until the proceeds from the sale of the public's interest in the agricultural mitigation

Exhibit B: Proposal Excerpt

Request for Qualifications for Management & Planning Consultant Services for the Yolo County Agricultural Conservation
Priority Plan, Bid #FINARFQKK2107 Attachment A | YCC 8 2-404

land is received and used or otherwise dedicated to acquire interests in other agricultural mitigation land in Yolo County, as approved by the County and provided in this chapter.

(8) If any qualifying entity owning an interest in agricultural mitigation land ceases to exist, the duty to hold, administer, monitor and enforce the interest shall pass to the County or other qualifying entity as acceptable and approved by the County.

(Ord. 1445, eff. August 14, 2014; as amended by Ord. 1456, eff. August 27, 2015; as amended by § 4, Ord. 1468, eff. May 13, 2016; as amended by § 2, Ord. 1486, eff. March 23, 2017)





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About ICF

ICF (NASDAQ:ICFI) is a global multidisciplinary firm comprising several wholly owned subsidiaries, including ICF Jones & Stokes, Inc., which provides a full range of services related to environmental planning and resource management. Our staff of more than 600 employees includes land-use planners, biologists, hydrologists, soil scientists, engineers, environmental specialists, attorneys, and public involvement and technical communication specialists. ICF supports its clients with a wide range of services including management consulting, data analytics, data management, strategy, marketing, public relations, and disaster management. Since 1969, public and private sector clients have worked with ICF to navigate change and shape the future. Learn more at icf.com.

Exhibit C: State Contract

Please refer to routing information located below.

DEPARTMENT OF CONSERVATION AGREEMENT ROUTING FORM

CONTRACTOR: Yolo County		
AGREEMENT/ GRANT #: 3020-910	AMENDMENT #:	DIVISION: DLRP
AGREEMENT/ GRANT TERM: April 15, 2021 to April 14, 2023	AMT. \$250,000	FY: 20/21
ROUTING INITIATED BY: Michael Shaw		on 3/22/2021

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 for Yolo County to develop an Agricultural Conservation Priority Plan to address increased development pressures and farmland conversion in the unincorporated agricultural areas of Yolo County. The County will work with multiple stakeholder groups and the four incorporated cities. It will look at the feasibility of satisfying agricultural mitigation requirements in accordance with Section 8-2.404 of the Yolo County Zoning code; this analysis is intended to help ensure that urban development can occur where appropriate, and that urban development contributes to local agricultural conservation.

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

JUSTIFICATION:

N/A: Grant Agreement

FUNDING SOURCE:**PRE-APPROVAL BY DIVISION:****PRU ROUTING:**

1. ADMINISTRATIVE SERVICES OFFICE (PREP/ REVIEW)	Contracts Analyst: ^{DS} <u>BB</u> on 3/29/2021			<u>Contract Office Comments:</u>
2. LEGAL OFFICE (REVIEW/ APPROVAL)	Legal Counsel: ^{DS} <u>TL</u> on 3/29/2021			
3. DIRECTOR'S OFFICE (REVIEW/ APPROVAL)	Director/Deputy Director/Assistant Director: ^{DS} <u>CU</u> on 3/29/2021			
4. ACCOUNTING OFFICE (REVIEW/ APPROVAL)	Accounting Officer: ^{DS} <u>JR</u> on 4/5/2021 Funds Available			
5. ADMINISTRATIVE SERVICES OFFICE (DISTRIBUTION)	<u>TRACKING</u> _____ FISCAL PO _____ FISCAL Contract _____ Database _____ Excel	<u>FOLDER</u> N/A N/A ^{DS} <u>BB</u> _____ STD 16. _____ Approved Copy	<u>DISTRIBUTION</u> _____ SCO _____ Accounting _____ Contracts _____ Division	
Contracts Office: _____ on _____				

Exhibit C: State Contract

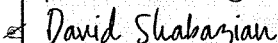
State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)		GRANT AGREEMENT NUMBER: 3020-910 FI\$Cal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and Yolo County ("Grantee").		
2. The Grant Agreement Term is: From April 15, 2021 through April 14, 2023 (Or upon execution of this Grant Agreement by both parties, whichever is later)		
3. The maximum amount of this Grant Agreement is: \$250,000		
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		4 Page(s)
Attachment 1: Authorized Signatory Form		1 Page(s)
Attachment 2: Work Plan		3 Page(s)
Attachment 3: Final Report		1 Page(s)
Exhibit B, Budget Detail and Payment Provisions		3 Page(s)
Attachment 4: Budget Detail Worksheet		1 Page(s)
Attachment 5: Associated Costs Invoice		3 Page(s)
Attachment 6: Invoice Dispute Notification Template		1 Page(s)
Exhibit C, General Terms and Conditions		3 Page(s)
Exhibit D, Special Terms and Conditions		6 Page(s)
Exhibit E, Award Letter		1 Page(s)
Exhibit F, Guidelines		92 Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.		
GRANTEE		
GRANTEE'S NAME Yolo County		
BY (Authorized Signature) 		DATE SIGNED 4/1/2021
PRINTED NAME AND TITLE OF PERSON SIGNING Daniel Kim, Yolo County Administrator		
ADDRESS 625 Court Street Room 202, Woodland, CA 95695		
STATE OF CALIFORNIA		
Agency Name: Department of Conservation		
BY (Authorized Signature) 		DATE SIGNED 4/5/2021
PRINTED NAME AND TITLE OF PERSON SIGNING David Shabazian, Director		
ADDRESS 801 K Street, Sacramento, CA 95814		

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Exhibit A, Scope of Work**1. Program Background**

The Sustainable Agricultural Lands Conservation Program (SALC), 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 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 priority populations.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

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

The Council released the final Sustainable Agricultural Lands Conservation Program Grant Guidelines on February 25, 2020 (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and was awarded a grant to fund the project described in the application. Yolo County proposes to develop an Agricultural Conservation Priority Plan to address increased development pressures and farmland conversion in the unincorporated agricultural areas of Yolo County. The County will work with multiple stakeholder groups and the four incorporated cities. It will look at the feasibility of satisfying agricultural mitigation requirements in accordance with Section 8-2.404 of the Yolo County Zoning

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code; this analysis is intended to help ensure that urban development can occur where appropriate, and that urban development contributes to local agricultural conservation. The project is subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Agreement.

3. Authorized Signers

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

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

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

4. Project Representatives

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

Department

Name	Title	Phone Number	Email
Michael Shaw	Grant Manager*	(916) 324-0850	Michael.shaw@conservation.ca.gov

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

Grantee

Name	Title	Phone Number	Email
Charlie Tschudin	Associate Planner (CAO)	(530) 666-8850	Charlie.tschudin@yolocounty.org
Alex Tengolics	Manager of Intergovernmental Relations	(530) 666-8068	Alex.tengolics@yolocounty.org

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Elisa Sabatini	Manager of Natural Resources	(530) 406-5773	Elisa.sabatini@yolocounty.org
Stephanie Cormier	Principal Planner (CSD)	(530) 666-8041	Stephanie.cormier@yolocounty.org
Tracy Gonzalez	Junior Planner (CSD)	(530) 666-8803	Tracy.Gonzalez@yolocounty.org
Mary Ellen Rosebrough-Gay	GIS Coordinator	530-908-2107	MaryEllen.Rosebrough-Gay@yolocounty.org
TBD Consultant	TBD	TBD	TBD

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

5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 4), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice (Attachment 5) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

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6. Document Submission**A. Electronic Mail**

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

B. Mail Service/Courier Service

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

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

7. Reporting Requirements

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

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

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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 Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:**Name:** Daniel Kim**Title:** Interim County Administrator**Signature:** **Date:** 4/1/2021**Delegated Authorized Signatories:****Name:** Alex Tengolics**Title:** Manger of Governmental Relations**Signature:** **Date:** 3/30/2021

Document(s) Authorized to sign: ☒ All Grant Related Documents **or** ☐ Grant Agreement

☐ Grant Amendments ☐ Budget Amendments ☐
Reports
☐ Invoices ☐ Other _____

Name:**Title:****Signature:****Date:**

Document(s) Authorized to sign: ☐ All Grant Related Documents **or** ☐ Grant Agreement

☐ Grant Amendments ☐ Budget Amendments ☐
Reports
☐ Invoices ☐ Other _____

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Attachment 2: Work Plan**Work Plan – Yolo Agricultural Conservation Priority Plan**

Task Number	Performance Measure	Timeline	Total Requested Grant Funds
Task 1: Grant Administration	Grant reporting, contracting and general administration.	Ongoing	\$30,000
Task 2: Preliminary Data Collection and Assessment	Inventory Yolo agricultural resources/data, including city and county land use policies, Yolo Habitat Conservancy, SACOG, and YLT data. Hire consultant staff.	0-6 months	\$75,000
Task 2.1: Agricultural Resources and Data Assessment	- Inventory agricultural parcels/areas that could potentially satisfy the agricultural land conservation and mitigation program (Y.C.C. Sec. 8-2.404) - Identify barriers to implementing the agricultural land conservation and mitigation program (Y.C.C. Sec.8-2.404) - Inventory baseline public and private agricultural conservation easements, habitat easements, and Williamson Act Contract Status; - Inventory crops (high value), soils types/classification, water supply, infrastructure, parcel size; - Inventory land use policies for County and Cities, including zoning ordinances and existing conservation and open space plans by the County, Cities, other agencies or Conservation organizations. - Identify and inventory threats agricultural land conversion including analyses of demographic-population shifts through urban expansion and land value, as well as State and Federal infrastructure projects (i.e. levee setbacks and weir expansions). - Compile inventories into agricultural resources catalogues.		
Task 2.2: Stakeholder Assessment	- Identify and contact partner/stakeholder groups, including the Yolo Habitat Conservancy, SACOG, YLT, the Yolo County Farm Bureau. - Identify meeting and check-in schedule with partner/stakeholder groups. - Identify other interested parties through announcements on the Yolo County website,		

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	social media, and through the unincorporated communities' Citizens Advisory committees. - Identify consultant group.		
Task 2.3: Develop Criteria for selection of agricultural priority parcels/areas	- Evaluate criteria established by the YLT Agricultural Conservation Priority Plan from 2009. - Evaluate local and State conservation strategies and conservation program implementation tactics. - Develop selection criteria for acquisition based on criteria evaluated in Task 2.1.		
Task 2.4: Spatial analysis of agricultural	- Spatial analysis of parcels at risk of conversion to a non-agricultural use. - Spatial analysis of parcels protected by conservation easement and/or Williamson Act contract. - Spatial analysis of parcels that could satisfy Y.C.C. Sec. 8-2.404 - Spatial analysis of parcels with high value crop, soils, and supply of water against parcel size and contiguity with other potentially high value areas.		
Task 3: Partner Organization and public outreach	Coordinate project status and timeline with identified partners and project stakeholders via quarterly updates to the Yolo County Board of Supervisors and Yolo Habitat Conservancy. Notice of preparation of the Agricultural Conservation Priority Plan will be circulated through local Citizens Advisory Committees and by means of County website and social media.	Ongoing	\$45,000
Task 3.1: Coordinate meeting schedule with project partners	- Coordinate meetings with the YLT, Habitat Conservancy, SACOG. - Coordinate project check-in calls at specified intervals.		
Task 3.2: Conduct stakeholder outreach	- Circulate request for comments on the proposed plan through the County website, social-media and interested parties list. Coordinate sharing with project partners.		
Task 4: Agricultural Conservation Priority Plan Development	Deliver findings of the Agricultural Priority Plan to the Yolo County Board of Supervisors and Yolo Habitat Conservancy at a scheduled public hearing.	6-24 months	\$100,000
	- Consultant staff consolidate analysis from Task 2 and draft outline of Agricultural Conservation Priority Plan	6-9 months	

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	- Consultant staff prepares draft version of Agricultural Priority Plan, submits to County and project partners for review. - County and project partners review draft and submit comments to consultant staff.	9-16 months	
	- Consultant staff reviews comments and incorporates changes into draft Agricultural Conservation Priority Plan. - Consultant staff submits final draft version of the plan for review by the County and project partners.	16-21 months	
	- County receives final Yolo County Conservation Priority Plan from consultant staff. - County delivers Yolo County Agricultural Priority Plan to Yolo County Board of Supervisors.	21-24 months	
			\$250,000

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Attachment 3: Final Report

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

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan (Attachment 2 to the Grant Agreement), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Attach any relevant documents to this report. If the documents cannot be sent electronically, notify the Grant Manager.

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

Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature:

Date:

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Exhibit B, Budget Detail and Payment Provisions**1. Payment**

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

2. How to Submit Invoices

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

3. Invoice Dispute

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

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force

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nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

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

5. Cost Principles

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

6. Travel Reimbursement

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

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

7. Budget Modifications

- A. Grantee must keep the Budget Detail Worksheet up to date.
- B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in Exhibit B, Section 8.

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8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
- i. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
 - ii. Changes to project representatives, see Exhibit A, Section 4.
 - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see Exhibit B, Section 7.
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

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Attachment 4, Budget Detail Worksheet

TASK BUDGET TABLE (Rounded to Nearest Dollar)		Matching Funds/ Cash*		In-Kind Services	Project Total
Task Budget Table	Description	SALC Grant Funding			
Task 1	Project management and grant administration	\$30,000		0	\$30,000
Task 2	Preliminary Data Collection and Assessment	\$75,000		0	\$75,000
Task 3	Partner Organization and Public Outreach	\$45,000		0	\$45,000
Task 4	Agricultural Conservation Priority Plan Development	\$100,000	\$25,000	0	\$125,000
TOTAL BUDGET:		\$250,000	\$25,000	0	\$275,000
LINE-ITEM BUDGET TABLE (Rounded to Nearest Dollar)					
Line-Item Budget Detail					
Line-Item Budget					
Personal Services:					
Manager of Intergovernmental Relations (50hrs @ \$100.85/hr)		5,000	-	-	5,000
Manager of Natural Resources (120hrs @ \$101.02/hr)		15,000	-	-	15,000
Associate Planner (CAO, 300hrs @ \$60.52/hr)		20,000	-	-	20,000
Principal Planner (CSD)		10,000	-		10,000
Junior Planner (CSD)		15,000	-		15,000
Yolo County GIS		15,000	-		15,000
D. OPERATING EXPENSES: SUBCONTRACTORS					
TBD Consultant		170,000			170,000
Total Direct Costs:		250,000	25,000	0	\$250,000
E. INDIRECT COSTS (Overhead)**:					
10% (Less Equipment)				0	0
TOTAL PROPOSED BUDGET:		\$250,000	\$25,000	\$0	\$275,000

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Attachment 5, Invoice

Department of Conservation

Date:

Division of Land Resource Protection

Email required invoice documents to: Grant Manager

Invoice Number:

Grantee Name:

Grant Number:

Project Name:

Invoice Period From: To:

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Current Total					
Cumulative Total					
Allocated Total					

Cost Category	Total
Administration (not to exceed 20%)	
Travel	
Cumulative Total	
Allocated Total	

Work Plan Task #	Description of Work Completed
	Please refer to specific deliverables in the Budget and Work Plan.

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and

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correct to the best of my knowledge, an all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Name:

Print Name:	Print Title:	
Signature:		Date:

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Attachment 6, Invoice Dispute Notification

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

The invoice referenced above is disputed for the following reasons:

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

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Exhibit C, General Terms and Conditions**1. Approval**

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

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

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

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an

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

6. Indemnification

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

7. Disputes

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

8. Independent Grantee

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

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990

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(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

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

11. Governing Law

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

12. Unenforceable Provision

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

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Exhibit D, Special Terms and Conditions**1. Compliance with Laws and Regulations**

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

2. Subcontractors

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

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

3. No Third-Party Beneficiaries

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

4. Project Monitoring and Oversight

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

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5. Dispute Resolution**A. Invoice Disputes**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 6) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The "Notice of Dispute" shall be sent to:

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

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- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

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

7. Waiver of Rights

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

8. Insurance Requirements

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

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- ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

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

10. Publicity

Grantee agrees that it will acknowledge 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.

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 Department of Conservation."

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Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

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

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

11. Drug-Free Workplace Certification

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

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

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

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12. Americans with Disabilities Act

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

13. Air/Water Pollution Violation Certification

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

14. Payee Data Record Form - STD 204

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

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Exhibit E, Award Letter

DocuSign Envelope ID: 8509E711-FEEA-4015-B830-0710E555990D



California
Department of Conservation
Division of Land Resource Protection

Gavin Newsom, Governor
David Shabazian, Director

Date January 12, 2021

Charlie Tschudin
Yolo County
Via Email to: Charlie.Tschudin@yolocounty.org

Re: Planning Grant Application for Sustainable Agricultural Lands Conservation Program Funding

Dear Mr. Tschudin:

Thank you for your planning grant application to the Sustainable Agricultural Lands Program solicitation. The Department of Conservation received over \$2.4 million in planning grant applications. We are pleased to have received so many quality proposals demonstrating a strong commitment to local and regional planning efforts that protect and restore agricultural lands at risk of conversion to other uses.

It is my pleasure to inform you that your proposal has been awarded \$250,000 in project funding.

Department of Conservation staff will work with you to complete the draft grant agreement. Staff will also work with you to update the budget, work plan, or other elements of your grant proposal as appropriate. The grant agreement must be fully executed before expenses can be incurred.

We look forward to working with you and wish you success in implementing your work plan. Should you have any questions, please contact Michael Shaw, grant manager, via email at michael.shaw@conservation.ca.gov.

Thank you for your interest in our program!

Sincerely,

Keali'i Bright
Director, Division of Land Resource Protection

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Exhibit F, Guidelines

**CALIFORNIA
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM**

GRANT GUIDELINES & APPLICATIONS

**PART OF
CALIFORNIA CLIMATE INVESTMENTS**

**STATE OF CALIFORNIA
STRATEGIC GROWTH COUNCIL**

**Final
February 2020**



**CALIFORNIA STRATEGIC
GROWTH COUNCIL**



**California
Department of
Conservation**

For additional information, please contact:

STRATEGIC GROWTH COUNCIL

(916) 322-2318

<http://www.sgc.ca.gov/programs/salc/>

**California Department of Conservation
Division of Land Resource Protection**

(916) 324-0850

<http://www.conservation.ca.gov/dlrp>

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At-A-Glance**Program**

The Sustainable Agricultural Lands Conservation Program is a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities Program. The Department of Conservation, in conjunction with the Natural Resources Agency, administers SALC on behalf of the Strategic Growth Council.

Funding Source

This program is funded through the California Climate Investments Program.

Critical Dates for Round 6 (proposed, subject to change)

Draft Guidelines released for comment	December 20, 2019
Public comment closed	January 27, 2020 12 p.m.
Guidelines adopted	February 25, 2020
Acquisition Pre-proposal due	April 30, 2020
Planning Pre-proposal due	July 1, 2020
Determination of available funding	September 2020
Full Applications due	August 28, 2020
Project Awards	December 2020

Contact for Questions

Department of Conservation
Division of Land Resource Protection
Virginia Jameson, Program Manager
salcp@conservation.ca.gov
(916) 324-0868

Section 1: Sustainable Agricultural Lands Conservation Program Introduction and Summary

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, supports 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.

SALC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Program Components

These **Guidelines** cover the following investment types:

- o **Agricultural Conservation Acquisitions**— Grants to protect important agricultural lands under threat of conversion to nonagricultural uses through the acquisition of voluntary, permanent agricultural conservation easements (easements) or fee title purchases.
- o **Agricultural Conservation Planning**— Grants to develop and implement plans for the protection of agricultural lands at risk of conversion to non-agricultural uses.

SALC Goals and Objectives

The principal goals of SALC are to:

- Protect agricultural lands to support infill and compact development¹
- Further the purposes of AB 32 by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to nonagricultural uses.

These Guidelines prioritize projects that:

- Demonstrate the greatest potential to protect lands most at risk of conversion to residential or urban development,
- Avoid GHG emissions,
- Promote agricultural sustainability,
- Support land use planning processes consistent with the goals of AHSC,
- Support or improve public health, and
- Provide multiple co-benefits.

Funding

SALC will award an amount equal to ten percent (10%) of the auction proceeds available from the twenty percent (20%) continuously appropriated to the Strategic Growth Council for the AHSC from GGRF each fiscal year. SALC administration costs will be deducted from the available funding prior to project award. The actual funding amount available each fiscal year will not be determined until after the fourth auction for that fiscal year.

Funding should leverage private and other government investment to the maximum extent possible. To the maximum extent feasible, SALC will work with other administering agencies to provide multiple benefits and to maximize the benefits from each program. This coordination may include sharing information about a project or applicant.

SALC will coordinate with local, state, and federal programs to avoid duplicative funding for projects.

SALC funds not awarded or identified for award to alternate projects under one solicitation may be made available in the subsequent solicitation. Additional funding for SALC projects may be available from previously funded projects that withdraw or come in under budget.

¹ Public Resources Code Section 75210

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Up to three fee acquisitions and not more than twenty five percent (25%) of available funding is available for fee acquisition pilot projects. Funds not awarded for fee title acquisition pilot projects may be awarded to fund easement acquisitions or planning grants. Up to five percent (5%) of the available funding may be reserved for Planning grants. Planning grants have a maximum grant award of \$250,000. There is no maximum award for Acquisition grants. Funds not awarded under the Planning component may be used to increase available funding for the Acquisition component.

GHG Quantification and Jobs Reporting

The California Air Resources Board (CARB) adopts Funding Guidelines for Agencies that Administer California Climate Investments (CARB's Funding Guidelines) to ensure that all programs that receive California Climate Investments dollars distribute those dollars in accordance with applicable law.

Greenhouse Gas Emissions

Per CARB's Funding Guidelines, all California Climate Investments programs must facilitate the achievement of greenhouse gas emission reductions. SALC measures avoided greenhouse gas emissions based on the estimated vehicle miles traveled avoided by protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified and reported for funded easement projects in accordance with a CARB-approved quantification methodology.

Jobs

To the extent feasible, all California Climate Investments programs must foster job creation by selecting and supporting projects carried out by California workers and businesses. For all projects, applicants will be required to report the potential employment benefits associated with their project should they be awarded funding. These benefits must be estimated using the jobs co-benefit assessment methodology developed by CARB. For projects where the total project cost exceeds \$1 million, grantees will be required to report on the employment outcomes of their projects when the acquisition closes.

As needed, SALC program staff will work with CARB to develop or update project outcome reporting requirements when appropriate.

Co-benefits

Pursuant to AB 1532, GGRF monies shall be used to facilitate reductions of greenhouse gas emissions and, where applicable and to the extent feasible, to maximize environmental, economic, and public health benefits for California. Such benefits are known as co-benefits. Co-benefits associated with SALC projects may include:

Environmental Benefits

- Protection of land of special environmental significance
- Protection of watershed health
- Protection of source water
- Protection of ecosystem services (e.g., wildlife habitat and corridors, pollination, and natural food web adaptation)
- Protection of open space and viewsheds
- Potential for additional carbon sequestration via conservation management practices
- Potential for groundwater recharge
- Reduction in the potential of catastrophic wildfire
- Improvements to air quality

Economic Benefits

- Retention of local jobs and agricultural revenue
- Retention of entrepreneurial opportunities
- Avoidance of spending on municipal services for dispersed development

Public Health Benefits

- Contributions to the preservation of food security
- Access to affordable, nutritious foods
- Potential reductions in food waste
- Cultivation practices that reduce negative public health impacts
- Potential reduction in the risk of wildfire-related air quality issues

Additional Benefits

- Access to cultural resources provided in collaboration with one or more Native American tribes
- Educational opportunities for students or new farmers

Statutory Authority

Public Resources Code sections 75127 and 75128 direct the Strategic Growth Council to manage and award financial assistance to support the planning and development of communities that achieve sustainability objectives. Public Resources Code Section 75126(b) states that these funded activities must be consistent with the California's planning priorities specified in Government Code Section 65041.1 ("California's Planning Priorities"). Public Resources Code, Section 75125 states that the Strategic Growth Council shall develop guidelines for awarding financial assistance, including criteria for eligibility and additional considerations.

AB 32 (Chapter 488, Statutes of 2006) and related amendments identify climate change as a serious threat to the economic well-being, public health, natural resources, and environment of California and established the GGRF. Health and Safety Code Section 39719(b)(1)(C) apportions the Strategic Growth Council twenty percent (20%) of GGRF auction proceeds on an annual basis. Health and Safety Code Section 39712(b) requires that GGRF monies be used to reduce GHG emissions consistent with the purposes of AB 32.

Public Resources Code Section 75212 lists the types of projects eligible for funding under the AHSC. Specifically:

- o Section 75212(h) authorizes the Strategic Growth Council to invest in the "acquisition of easements and other approaches or tools that protect agricultural lands that are under pressure of being converted to nonagricultural uses, particularly those adjacent to areas most at risk of urban and suburban sprawl or those of special environmental significance."
- o Section 75212(i) authorizes the Strategic Growth Council to invest in projects for "planning to support implementation of a sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development."

SALC was developed as a component of AHSC to administer projects eligible for GGRF funds pursuant to these sections.

SALC was identified by the Strategic Growth Council as most appropriately administered by the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency). The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

Exhibit C: State Contract

The Department's authority for agricultural land protection derives from various sections of statute:

- o Public Resources Code Sections 10200-10277, the California Farmland Conservancy Program
- o Public Resources Code Sections 10280-10283, Agricultural Protection Planning Grant Program
- o Government Code Section 65570, the Farmland Mapping and Monitoring Program
- o Government Code Sections 51200-51294.7, the Williamson Act
- o Public Resources Code Division 9, governing Resource Conservation Districts

Priority Population Benefits

Health and Safety Code section 37913 directs state and local agencies to make significant investments that improve California's most vulnerable communities. The statute requires that the GGRF investment plan governing all California Climate Investments programs allocate funding to benefit residents of disadvantaged communities, low-income communities, and low-income households² (priority populations) as follows:

- o A minimum of twenty-five percent (25%) of available GGRF monies to projects that are located within and benefit individuals living in disadvantaged communities;
- o A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households or to projects that are located within and benefit individuals living in low-income communities located anywhere in the state; and,
- o A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households located within a ½ mile of a disadvantaged community or to projects that are located within and provide benefits to individuals living within low-income communities located within a ½ mile of a disadvantaged community.

Public Resources Code section 75214 establishes a target of expending fifty percent (50%) of overall AHSC funds on projects located in and benefit disadvantaged communities to meet these GGRF goals. Funding allocated by the SALC to priority populations is counted toward this AHSC target.

² Health and Safety Code Section 39711 defines "disadvantaged communities" and Health and Safety Code Section 39713 defines "low-income communities" and "low-income households."

Exhibit C: State Contract

To benefit priority populations a project must meet all the following requirements:

- Fifty percent (50%) or more of the project must be located within:
 - A disadvantaged community census tract, as designated by CalEPA;
 - A low-income community census tract, as defined in HSC 39713; or,
 - A half-mile of a disadvantaged community and within a low-income community census tract;
- The project must address an important community or household need; and,
- The project must provide direct, meaningful, and assured benefits to a priority population.

A mapping tool to determine whether a project location is within a priority population census tract is available on [CARB's Community Investments webpage](#).

Applicants interested in having their proposal considered for priority population benefits must complete the Priority Population Benefits Checklist and provide supporting documentation in their application. Please check www.arb.ca.gov/cc-resources for any updates to the priority population benefit criteria tables. These materials will be evaluated in detail to determine if the benefits provided rise to a level that can be claimed to meet the AB 1550 requirements. Information provided to support a priority population benefits claim will be reviewed by the SALC Interagency Committee, with final concurrence determined by CARB.

- Planning grant applications found to benefit priority populations will receive five additional points.
- Acquisition applications where at least 50% of the property is within a priority population area will receive 5 additional points toward its score.
- Acquisition applicants that benefit priority populations will receive an additional five points on their application and may receive one hundred percent funding for eligible costs.

Grant Application

The application processes for Acquisition and Planning grants are detailed in [Sections 2 and 3](#) of these Guidelines, respectively. Pre-proposals and applications must be received electronically by 11:59 p.m. on the deadlines specified in the most current solicitation.

SALC forms and sample documents are available in the Addenda and individually on the [SALC website](#).

A summary of each project application, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines the final awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision following the meeting at which the awards are announced.

Publicity and Confidentiality

Acquisition applicants are encouraged to inform landowners and other partners that grant applications may result in publicity.

Because public funds are used to secure acquisitions and fund planning grants, details related to an application are public records that may be publicly released in accordance with the California Public Records Act.

Grantees are required to use SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the grant. Guidance on logo usage, signage, and logo files contained in the Style Guide are available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

Long Form Materials

Long-form written materials, such as reports, must include the following standard language about the SALC Program and the California Climate Investments:

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, supports 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.

SALC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop

Exhibit C: State Contract

innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Press Releases, Flyers and Visual Materials

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., should include the following:

Long version:

"[Project Name] is supported by California Strategic Growth Council's Sustainable Agricultural Lands Conservation program with funds from California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."

Short version:

"[Project Name] is supported by California Strategic Growth Council's Sustainable Agricultural Lands Conservation program with funds from California Climate Investments—Cap-and-Trade Dollars at Work."

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the boilerplate language acknowledging CCI and SGC support is not practical, grantees should instead include the official logos of both SGC and CCI, preceded by the words "Funded by." Any informational materials that include at least a paragraph of text should include the CCI language below. Please contact the SALC staff with questions.

MEDIA INQUIRIES

Grantees are 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 SGC. Grantees must also distribute a press release after grant decisions are made at SGC's Public Council Meeting and are encouraged to do so for other major milestones throughout

the lifecycle of the grant. All press releases must be approved by SGC Communications Office prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

Nondiscrimination Policy

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

Section 2: Agricultural Conservation Acquisition Grants

Under the Cap-and-Trade Auction Proceeds Third Investment Plan, California aims to invest California Climate Investment dollars in the conservation of working lands in order to facilitate net climate benefits and long term carbon sequestration in the land base.

Preventing the conversion of agricultural land to residential or rural residential development avoids vehicle miles traveled and related greenhouse gas emissions.

A complete list of all the Eligibility Criteria for acquisition projects is listed within the "Eligibility and Selection Criteria for Agricultural Conservation Acquisitions" section.

Applications that do not meet all the Eligibility Criteria will not be considered for funding.

Eligible Applicants

Cities, counties, nonprofit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and California Native American tribes, as identified in Civil Code Section 815.3, are eligible to apply for funding.

An application can be submitted by either (1) a single applicant where the applicant is the intended easement holder or intended conservation buyer or (2) multiple entities that are collaborating on the acquisition, one of which must be identified as the intended easement holder or intended conservation buyer. The easement holder/conservation buyer must have the conservation of agriculture, rangeland, or farmland among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies. The applicant and co-applicant cannot already have an interest in the property.

Nonprofit applicants that intend to be the easement or fee title holder of the acquired property must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement, as relevant, prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Nonprofit organizations must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).

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

Eligible Projects

Agricultural conservation acquisition grants will be provided to fund the purchase of conservation easements or fee title to agricultural land.

Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:

- The restriction is consistent with the property's continuing agricultural use, and
- Agricultural use of the property is not substantially impaired.

Example 1: Restriction permitted

A restriction on conversion of rangeland to vineyards would be permitted because the restriction 1) is consistent with the property's current and reasonably foreseeable future commercial agricultural use and 2) permits continued use as rangeland.

Example 2: Restriction permitted

A restriction that prohibits cattle from accessing sensitive riparian areas containing threatened species so long as alternative water sources are available onsite would be permitted. Such restriction does not 1) interfere with the continuing agricultural use as cattle can drink from the alternative water source and 2) the restriction does not substantially impair agricultural use on the property but only a small portion of the property.

Example 3: Restriction not permitted

A restriction on pasture land that would allow only one llama, a family pet, to be grazed with imported llama feed would not be permitted as such a restriction 1) is not consistent with the property's continuing agricultural use as pasture and 2) substantially limits the agricultural use.

Eligible Costs

Only direct costs incurred to acquire the easement or fee title to the property during the grant term specified in the Grant Agreement are eligible for payment under this program.

Easement Acquisition Cost

Competitive grants will be awarded to cover up to seventy-five percent (75%) of the value of the agricultural conservation easement.

Fee Acquisition Cost

Pilot projects for fee title acquisitions may be awarded to assess the feasibility of these acquisitions. Up to three fee acquisitions and not more than twenty five percent (25%) of available funding is available for fee acquisition pilot projects. Competitive grants may be awarded to cover up to seventy-five (75%) of the agricultural conservation easement value of the property's fair market value. For example, if the property's fair market value is \$1,000,000, and its easement value is 50% of the fair market value (\$500,000), SALC would contribute a maximum of \$375,000 (or 75% of \$500,000) toward the purchase of the property.

Associated Costs

All projects approved for funding are eligible to receive up to \$50,000—in addition to the funding toward the acquisition discussed above—to cover reasonable associated costs incurred to acquire the real property interest.

The Strategic Growth Council will allocate \$50,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in their application. The Strategic Growth Council may increase a project's associated cost allocation if it determines such costs are commensurate with the work needed to complete the project. Applicants may be required to provide a detailed budget for the project, should the project be awarded funding.

All eligible costs must be supported by appropriate documentation during the invoicing process.

Exhibit C: State Contract

Eligible Associated Costs	Ineligible Associated Costs
○ Fully-burdened applicant staff time for: • deed negotiations • title work • project mapping • appraisal review and coordination • SALC-required reporting ○ Technical and legal consulting ○ Appraisal ○ Preliminary title report ○ Baseline conditions report ○ Escrow fees ○ Title insurance fees ○ Property boundary survey(s) ○ Building Envelope survey(s) ○ Environmental site assessment(s) ○ Mineral remoteness evaluation(s) ○ Tribal consultation(s) ○ Management Plan	○ Costs incurred outside the grant term ○ Indirect or overhead costs ○ Travel ○ Ceremonial expenses ○ Expenses for publicity ○ Bonus payments of any kind ○ Interest expenses ○ Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise ○ Services, materials, or equipment obtained under any other State program ○ Real estate brokerage fees and/or expenses ○ Stewardship or legal defense funds ○ CEQA documentation ○ Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)

Adaptive Management Plans

All projects awarded funding are eligible to receive up to \$10,000, in addition to the funding toward the acquisition and associated costs discussed above, to develop an adaptive management plan for the property.

The adaptive management plan must:

- Be incorporated by reference into the deed
- Prescribe sustainable practices for the protection of air, water, and soil resources on the property
- Be approved by the Department prior to close of escrow
- Be updated at least every ten (10) years

Minimum management plan contents are set forth in Appendix J.

Match

Applicants must identify all existing or potential match funders in their pre-proposals and applications. Applicants cannot utilize other Department-administered program funding as match toward the purchase price of the property interest.

CARB encourages all agencies that administer California Climate Investments programs to coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits. To aid SALC's efforts to coordinate investments and leverage funds as recommended by CARB, applicants pursuing project funding through other California Climate Investments programs should indicate which programs they are applying to, and whether such applications are for funding in lieu of or as match to SALC funding, in their application.

Initial Screening–Pre-proposals

Because the acquisition grant application process entails a significant amount of work, applicants are required to submit a pre-proposal to the Department prior to applying.

A pre-proposal consists of a structured summary of the proposed acquisition project, preliminary title report(s) less than twelve months old, as well as maps of the project boundaries, location, and proposed or existing building envelopes. Applicants are highly encouraged to submit a plotted easements map with their title report to facilitate the Department's title review. The pre-proposal worksheet is available in [Appendix B](#).

Department grant managers will utilize pre-proposal information to assist the applicant in determining whether the project meets the Eligibility Criteria; identifying what, if any additional information will be needed in the full application; and ascertaining whether the project has title complexities or other issues.

Eligibility and Selection Criteria for Agricultural Conservation Acquisitions

The Eligibility Criteria are informed by the GHG reduction requirement associated with use of Greenhouse Gas Reduction Funds, [Civil Code section 815 et seq.](#) (Conservation Easements), and the Department's California Farmland Conservancy Program. The information submitted in the application package should demonstrate how effectively the proposal will meet the SALC goals and objectives, criteria, and readiness requirements.

Projects must meet all Eligibility Criteria to be considered for funding.

Exhibit C: State Contract

Eligibility Criteria
1. The application is for an Eligible Project. 2. The applicant(s) is/are an Eligible Applicant. 3. The applicant(s) agree(s) to all Conditions of Funding. 4. The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property. 5. The property has no known agricultural constraints (e.g., due to soil or water contamination). 6. Protection of the property will support infill and compact development. 7. The proposal will support the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions. 8. The project is consistent with <u>California's Planning Priorities</u> 9. The property is in an area with the necessary market, infrastructure, and agricultural support services to support long-term commercial agricultural production. 10. The property is expected to continue to be used for, and is large enough to sustain, commercial agricultural production. 11. The project demonstrates that it will achieve a reduction in GHG emissions using <u>CARB's Quantification Methodology for Agricultural Lands Conservation</u>. 12. The property is at risk of conversion to non-agricultural uses as determined using at least one of the risk options. <u>For local government applicants only:</u> The local government applicant has not acquired, nor proposes to acquire, the interest in real property through the use of eminent domain, unless requested by the owner of the land.

Projects that meet all the Eligibility Criteria will then be evaluated based on readiness and the extent to which they address the program's Selection Criteria. Projects that receive an A or B Readiness Ranking will be ranked against one another based on their Selection Criteria score. Projects with Readiness Ranking C may be evaluated if funding allows. Projects with Readiness Ranking D will not be funded through SALC in the current round and will not be further evaluated.

Exhibit C: State Contract

Acquisition Readiness Ranking	
A	Project ready (match funding for easement acquisition secured, if applicable; no title concerns, or defined plan to address title concerns prior to close of escrow that is acceptable to Department; project structure clearly defined; and reserved rights clearly defined).
B	Project feasible but requires resolution of specific issues (match funding identified or applied for but not secured; plan to address title concerns does not appear sufficient to address those concern(s), plan is not specific, or plan is unlikely to resolve concerns prior to close of escrow because it involves either litigation or an agreement by a third-party; inconsistencies in project structure; or inconsistencies in reserved rights).
C	Larger potential issue/resolution concerns (no match identified; no plan to address title concerns has been identified; project structure unclear; or reserved rights unclear).
D	Project not ready.

The following table outlines the Selection Criteria by which eligible projects ranked A, B, or C will be scored using the Selection Criteria and ranked based on their score. Applications will be awarded points for each Selection Criteria on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets SALC goals and objectives.

Selection Criteria	Maximum Points
Risk of Conversion/Greenhouse Gases Avoided	
The project avoids a greater number of GHG emissions per acre relative to the other projects within the pool of applications evaluated this round.	/5
The property is located within 2 miles of a city sphere of influence for a city with a population greater than 5,000, or within 2 miles of a census designated place (CDP) with a population greater than 5,000.	/25
The conserved property would act as or add to a community separator between two communities or a green-belt along the edge of a single community.	/10
The property is identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy.	/10

Exhibit C: State Contract

Agricultural Use	
The property is likely to support long-term, robust, economically viable, commercial agricultural production. The property provides local or regional food systems benefits.	/15
The property has adequate water availability and water quality for agricultural purposes.	/10
The property incorporates or is in the process of incorporating on-farm conservation management practices that build soil health for soil carbon sequestration or decrease GHG emissions.	/10
The property incorporates or is in the process of incorporating on-farm land management practices that improve water use efficiency, conservation, and reduction; increase use of recycled water; support groundwater recharge; or reduce reliance on groundwater.	/10
The project includes development and implementation of a SALC funded management plan.	/5
Environmental Co-Benefits	
The property provides <u>environmental conservation values or co-benefits</u> in addition to those specified below.	/5
The property is in strategic proximity to other permanently protected lands (e.g., other agricultural conservation easements, habitat conservation easements, or other fee-title protection).	/5
The property is identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan.	/5
Economic and Fiscal Co-Benefits	
The property provides <u>economic co-benefits</u> .	/5
Public Health Co-Benefits	
The property provides <u>public health co-benefits</u> .	/5
Other Co-Benefits	
The acquisition will provide access to cultural resources and will be completed in collaboration with one or more Native American tribes.	/5
The property will support a farm incubator or other new farmer training program.	/5
The property provides <u>other co-benefits</u> .	/5
Priority Populations	
At least 50% of the property is located within a priority population area.	/5
The property provides priority population benefits.	/5
Applicant Capacity	
The applicant has the technical and fiscal capacity to secure and steward the acquired interest, as evidenced by accreditation by the Land Trust Accreditation Commission.	/5
Total points received/Total points possible	/155

Exhibit C: State Contract

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, avoided vehicle miles traveled, geographic distribution of funds, the urgency of the project, the Strategic Growth Council's priorities, and the applicant's past performance in completing SALC grants or Department administered grants. Alternate projects may be identified for funding by the Strategic Growth Council in the current round of funding if funding becomes available. The Strategic Growth Council may award grants that partially fulfill an applicant's request.

Application Review

Applications for acquisition grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allow. Additional application cycles will be announced on the Department's and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Department staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying. Pre-proposal forms are available as Appendix B. Application forms are available as Appendix C.

All pre-proposals and applications received by the Department will be evaluated based on the materials provided as of the pre-proposal and application deadlines, respectively. Department staff may also review publicly available information as reasonable to verify the provided information. Pre-proposals will be reviewed, and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Applications will be reviewed for completeness, readiness, whether they meet the Eligibility Criteria, and the extent to which they meet the Selection Criteria and address program priorities. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the SGC.

Department staff will perform a site visit of each proposed project to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified through the pre-proposal or application review. Applicants will be asked to arrange a tour of the property, which must be attended by a representative of the applicant and by the property owner or property owner representative.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

Exhibit C: State Contract

Application Requirements

This section provides additional information regarding the components of the Application.

Agricultural Conservation Acquisition Applications <i>(All components are required unless otherwise noted)</i>	
- o Grant Application Cover Sheet - o Executive Summary (1-page maximum) - o Acquisition Summary Sheet - o Risk of Conversion Summary Sheet and Supporting Evidence - o Certification of Acceptance of Conditions of Funding - o Detailed Characteristics of the Project - o Applicant Resolution of Support - o Letter to Planning Director - o Preliminary Title Report, Underlying Documents, and Assessor's Parcel Maps - o Applicant-Landowner Letter of Intent	- o Appraisal or Support for Estimated Easement Value - o Project Geographic Area Map(s) - o Building Envelope Map - o Documentation of Organizational Capacity* - o Documentation of Organizational Eligibility* (documents differ for nonprofit and governmental applicants) - o Priority Population Benefits Checklist and supporting documentation <i>(only required if applying for priority population status)</i>

*Applicant may certify that the most current versions of the starred documents are on file with the Department in lieu of submitting the documents themselves.

Applicants are required to notify the local government's planning director about the application. For all applications received, SALC will independently notify the local government's planning director. SALC will also notify the regional transportation planning agency responsible for the applicable sustainable communities strategy or regional transportation plan if a sustainable communities strategy is not required by law. These parties will have 30 days to provide comments regarding the application. SALC will make reasonable efforts to address concerns raised by these parties and may consider feedback in evaluating the application.

For applications where the intended holder of the real property interest is not the applicant, the applicant must provide the following from the intended holder of the real property interest in the application:

- o Certification of Acceptance of Conditions of Funding
- o Resolution of Support
- o Documentation of Organizational Capacity
- o Documentation of Organizational Eligibility

The intended holder of the real property interest may certify that the most current versions of the relevant documents are on file with the Department in lieu of submitting the documents themselves.

Application materials can be found in Appendix C.

General Information Regarding Agricultural Conservation Acquisition Requirements

Conditions of Funding

To receive funding from the SALC, the applicant must agree to the following conditions within their application and adhere to these conditions for the entirety of the grant term. Failure to accept these conditions will result in denial of funding. Failure to adhere to these conditions throughout the grant term will result in loss of funding.

SALC's conditions of funding for **easement** acquisitions are as follows:

- o Clean title to the agricultural conservation easement can be conveyed at close of escrow.
- o The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- o If the Department is funding preparation of an adaptive management plan, the Department has approved the plan.
- o Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
 - The restriction is consistent with the property's continuing agricultural use, and
 - Agricultural use of the property is not substantially impaired.
- o For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.

Exhibit C: State Contract

- o The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- o The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- o The appraisal used to establish the easement value must be approved by DGS and the Department.
- o The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- o The easement acquisition can be completed within 2 years of grant agreement effective date.

SALC's conditions of funding for **fee** acquisitions are as follows:

- o Clean title to the property can be conveyed at close of escrow.
- o The title to the property will be encumbered in perpetuity with the following covenants that run with the land:
 - The property must actively be used for agricultural uses,
 - Prohibits permanent severance of water rights from the fee,
 - Restricts development potential on the property consistent with an agricultural conservation easement,
 - All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region,
 - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow,
 - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property, and
 - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- o The buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator. The property must be leased within a commercially reasonable time after purchasing the property. If the applicant intends to sell the property, it must be sold within 3 years of purchase.

Exhibit C: State Contract

- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan.
- Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
 - The restriction is consistent with the property's continuing agricultural use, and
 - Agricultural use of the property is not substantially impaired.
- The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The acquisition can be completed within 2 years of grant agreement effective date.

Property Restrictions**Deed Language**

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

Property Valuation**Appraisals**

A current appraisal will be required to determine the fair market value of the property interest to be acquired, which will be used to determine the state's contribution to the acquisition.

All appraisals are subject to review and approval by the Department and the California Department of General Services Real Property Services Section (DGS).

Exhibit C: State Contract

The grant will only fund the appraisal that establishes the acquisition value used to complete the transaction. This cost will only be covered if the project is approved for funding, the appraisal is approved by the state, and the grantee requests Department reimbursement of associated costs in the grant application. In no situation shall the purchase price be greater than the appraised fair market value of the interest to be acquired.

The appraisal should be submitted prior to close of escrow, and with sufficient time for Department and DGS review.

If the project is approved, funding is available, and the appraisal contains a value that is higher than the estimate provided in the application, then, upon request by the grantee, awards may be increased:

- o Up to five percent (5%) without further action by the Strategic Growth Council; or
- o Up to fifteen percent (15%) with formal action by and at the discretion of the Strategic Growth Council.

In no case shall the SALC contribution to the purchase price exceed seventy-five percent (75%) of the appraised easement value, except if the project met the requirements for reduced match at the time of award. Funding for any such increases in award amounts will be allocated either from existing non-allocated funds or from future allocations. Any projects that receive award augmentations from future allocations will not be required to participate in any additional competitive solicitation processes. Any additional increase in valuation above fifteen percent (15%) will need to be covered by a landowner bargain sale (donation) or by other match funders.

Any savings that result from an appraised value that is lower than the applicant's estimated value may be apportioned to the participating funders to preserve the match.

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

Exhibit C: State Contract

Applicants are encouraged to thoroughly discuss the restrictions and permitted uses associated with the proposed acquisition with the landowner and appraiser early in the appraisal process. Applicants should advise appraisers and landowners that appraisals are public records under the California Public Records Act of 1968 (Chapter 3.5 of Division 7 of Title 1 of the Government Code, commencing with §6250). Major considerations such as reserved home sites or other areas that will not be utilized exclusively for agriculture must be confirmed prior to and be identified in the appraisal, as they will likely affect the easement valuation. Subsequent changes to proposed restrictions or permitted uses may necessitate an update to the appraisal.

If a significant amount of time (12 months or more) transpires between the effective date of the appraisal and the anticipated escrow closing date, applicants may be required to obtain a new appraisal.

Use-Based IRS Deductions

If a landowner seeks tax benefits from the Internal Revenue Service in return for the charitable donation of an easement or portion thereof, the timing and requirements of the easement appraisal are critical. See a tax attorney or accountant for more information – the Department is not able to provide the applicant or landowner with assistance relating to this or other tax-benefits. A "special use valuation" and qualified IRS deduction may affect the easement valuation.

Title ConsiderationsDue Diligence

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

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. The Department will also work to identify such issues during its project review. If the applicant submits a full application, a plan to address each title issue should be included in the application. The information within this plan will affect the project's Readiness Ranking. Encumbrances for utility, road, or neighbor rights-of-way are examples of title issues that do not prohibit the conveyance of clean title under SALC.

Exhibit C: State Contract

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

For properties where the surface owner does not have control over at least 51% of the underlying minerals, the mineral rights may be addressed through:

1. A Mineral Remoteness Evaluation which finds that the likelihood of the separated mineral rights being exercised on the relevant parcel(s) is so remote as to be negligible. This finding may be confirmed by the Department's Division of Oil, Gas, and Geothermal Resources and/or the Division of Mine Reclamation.
2. Quiet title action(s) to restrict surface access to mineral rights within the proposed property boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to remove the separated mineral interests from title.
3. Subordination, surface use agreements, or remerger of the separated mineral interests to title.
4. Deed language that restricts surface access to the mineral rights within the proposed property boundary, or to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, to the extent allowable by law.

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

Mortgage and Lien Subordination

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

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

Additional Requirements and Considerations

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

Each single-family residence reserved in the deed will be limited to a maximum living area that is consistent with grantee's policies, local building codes, and

Exhibit C: State Contract

the surrounding neighborhood. The residence must not significantly impair the conservation purpose of the deed.

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

Other reserved rights

Other reserved rights listed here are subject to review and approval by the Department. All other reserved rights must be identified in the application.

Stewardship Fund

Costs related to the acquisition include funds dedicated solely for the long-term stewardship of the encumbered property. For agricultural conservation easements, stewardship typically includes annual monitoring and evaluation of easement threats. A portion of these funds is typically provided by the landowner. SALC funds cannot be used toward stewardship costs.

Within the Grant Agreement, grantees will certify their ability to effectively manage and account for stewardship funds, whether pooled for all acquisitions or held in separate accounts for individual acquisitions funded through the Grant Agreement.

Annual Reporting and Monitoring

Regular monitoring of and reporting on interests acquired with SALC funds is necessary to ensure compliance with the terms of the deed. Beginning the year after the deed is recorded, the Department requires an annual report from the interest holder certifying that the conditions of the deed are being upheld. For fee acquisitions, the report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property.

For fee acquisitions, SALC staff must be allowed access to the property for the purposes of monitoring and verifying compliance with the terms of the deed at least once every twelve months.

Section 3: Agricultural Conservation Planning Grants

Planning grants provide funds to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses, maintaining the economic viability of the region's agricultural lands, and developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products. This component of SALC incentivizes local and regional 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 or avoids greenhouse gas emissions, supports job creation, and benefits priority populations.

Funding is limited to the eligible applicants and projects discussed below.

Projects, Eligible Applicants, and Allowable Costs

Projects

Planning grants assist the development of innovative, consensus-based plans that establish comprehensive goals, policies and objectives such as:

- Identifying priority land for conservation;
- Maintaining the economic viability of the region's agricultural industry;
- Developing the required elements set forth in Government Code;
- Developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products;
- Protecting the agricultural land base from conversion nonagricultural uses;
- Avoiding greenhouse gas emissions; and,
- Supporting implementation of sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development.

Plans may address unique regional threats to agricultural land and regional food systems, such as groundwater availability, catastrophic wildfire, agricultural economic viability and infrastructure for production, processing and distribution of agricultural products, how rural and urban areas interface with each other, how land use policies impact each region, and how co-benefits (e.g., habitat, groundwater recharge) can be enhanced.

Exhibit C: State Contract

Work plans should include:

- o Community consensus building activities to develop a mitigation strategy for agricultural land when converted to other land uses, including providing general education and outreach about agricultural land conservation; and,
- o Stakeholder meetings to support proposed project.

SALC encourages grantees and stakeholders to include impacted Native American tribes in developing and implementing Planning projects.

Eligible Applicants

Counties, cities, local area formation commissions (LAFCos), councils of government, municipal planning organizations, regional transportation planning agencies, groundwater management agencies, and special districts with land use or transportation planning authority are eligible to apply. SALC strongly encourages submission of applications that demonstrate a commitment to meaningful, actionable collaboration with stakeholders from multiple organizations (e.g., neighboring counties, cities, local area formation commissions, agricultural organizations, land trusts, open space districts, community-based organizations, and others). While there is no minimum number of partners that can be included in a proposal, priority scoring will be given to those applicants that are able to demonstrate strong and diverse partnerships.

Allowable Costs and Match Funding

Planning grants will reimburse grantees and participating stakeholders for all direct costs, including fully-burdened staff costs, incurred during the grant performance period and related to the project. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period, indirect/overhead costs, travel, food or beverages, and costs for CEQA document preparation are not eligible for reimbursement.

The application must include a minimum ten percent (10%) match funding. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind. Match funds may be provided directly by the applicant or from other funding sources (e.g., other grant funds, local government contributions, or donations). Applicants cannot utilize another Department-administered program funding as match toward the grant.

Exhibit C: State Contract**Eligibility and Selection Criteria**

The Eligibility and Selection Criteria focus on actionable policies and implementation mechanisms to conserve land locally-determined to be strategic and under threat of conversion to other land uses. Project readiness, stakeholder collaboration, and leverage of existing conservation efforts are all important considerations in the review process.

Applications must meet all the Eligibility Criteria to be considered for funding.

Below are the Eligibility and Selection Criteria upon which each proposal will be evaluated.

Eligibility Criteria
1. The proposal is from an eligible applicant. 2. The proposal is consistent with SALC's goals. 3. The proposal contains clearly stated and reportable objectives, measures of progress, and deliverables. 4. The proposal will avoid greenhouse gas emissions. 5. The proposal supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions. 6. The proposal demonstrates consistency with <u>California's Planning Priorities</u>.

Ineligible applications will not be scored and include applications that:

- Do not meet the goals of SALC or present an Eligible Project;
- Are not from an Eligible Applicant;
- Do not contain adequate documentation and required application materials, including a work plan, objectives, and deliverables;
- Are not received, in full, by the application deadline.

Applications that meet all the Eligibility Criteria will then be scored using the Selection Criteria and ranked based on their score. Applications will be awarded points for each Selection Criterion on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets SALC goals and objectives.

Exhibit C: State Contract

Selection Criteria	Maximum Points
<u>Project Need</u> The proposal documents the threat of agricultural land conversion, the need to develop a plan to address the threat, how the proposed project will address the conversion risk, and any potential barriers to implementation. Points will be awarded based on the specificity with which the proposal identifies the types of data that will be used to evaluate agricultural resources, the local policies and ordinances it seeks to align, and the methods that will be used to resolve compatibility issues between these policies and ordinances, if any.	35
<u>Co-Benefits</u> The proposal documents economic, environmental, public health, or other co-benefits.	25
<u>Proposal Evidences Collaboration</u> The proposal provides evidence of durable collaboration among stakeholders.	20
<u>Planning Integration</u> The project complements other efforts in the Project geographic area, including comprehensive planning efforts and agricultural land use policies. The proposal documents how the project will leverage other permanently protected lands to promote location and resource-efficient development.	10
<u>Priority population benefits</u> The proposal benefits a priority population.	10
Total possible points	100

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, geographic distribution of funds, the urgency of the project, and the Strategic Growth Council's priorities. Alternate projects may be identified and recommended for approval by the Strategic Growth Council in the current round of funding if funding becomes available. The Strategic Growth Council may award grants that partially fulfill the applicants request.

Application Review and Award Process

Applications for planning grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allows.

Additional application cycles will be announced on the Department and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Applicants are encouraged to submit a pre-proposal to the Department for a preliminary review of the proposed project prior to submission of a full application. Pre-proposals are reviewed, and technical assistance is provided to facilitate the development of the application as needed. Pre-proposal forms are in Appendix D.

Application forms are available as Appendix E. Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and, if the Eligibility Criteria are met, the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

A summary of each proposal, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines final project awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision by the Department upon award following the meeting at which the awards are announced.

Application Requirements

This section provides additional information regarding the components of the Application.

Exhibit C: State Contract

Sustainable Agricultural Lands Conservation Planning Grants*(All components are required unless otherwise noted)*

- Grant Application Cover Sheet
- Executive Summary
- Application Questions Responses
- Work Plan
- Budget
- Supporting Documents
- Priority Population Benefits Checklist and supporting documentation (only required if applying for priority population status)

Section 4: Post-Council Meeting and Grant Administration

This section of the Guidelines applies to all SALC projects.

Strategic Growth Council Approved Projects

All projects awarded by the Strategic Growth Council will only receive funding disbursements if the conditions of funding identified in these Guidelines and any additional conditions identified in the staff report, award letter, and grant agreement are satisfied. The State will not pay for projects that are not completed, although the state may reimburse costs incurred up to the point that the project withdraws, at the Strategic Growth Council's discretion. The Strategic Growth Council reserves the right to recover funds expended for projects that are not completed, at its sole discretion.

Overview of the Process After Grants Are Awarded

Steps in Executing the Grant Agreement

1. The Department notifies applicant of award, detailing additional conditions of funding, if any.
2. Department sends grant agreement and materials to grantee. Grant agreements are based on a standard template and have a duration of two years. The acquisition grant agreement is attached as Appendix F. The planning grant agreement is attached as Appendix G. With written justification from the applicant and at the discretion of the Strategic Growth Council, the duration of a grant agreement may be extended by up to an additional year.
3. Grantee must submit all supporting materials and a signed agreement within six (6) months of the Strategic Growth Council award or risk forfeiting the grant award.
4. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the grantee).

Exhibit C: State Contract**Steps Upon Signature of the Grant Agreement**

1. Grantee commences work.
2. Grantee may submit invoices no more than monthly, beginning sixty (60) days after execution of the grant agreement.
3. Grantee submits progress reports as required by the grant agreement. The Department submits project profiles³ to CARB for use in CARB's annual report to the Legislature.
4. Grantee submits a final report upon completion of the grant agreement in order to receive its final payment. The State may withhold ten percent (10%) of Planning grant project costs and one hundred percent (100%) of remaining acquisition associated costs to ensure that final reports and documentation are received.
5. All acquisitions require post-project annual reports from the interest holder certifying that the conditions of the deed are being upheld.

Funding and Accounting**Payment of Grant Funds**

Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and the grantee. Only those eligible costs incurred during the grant term will be eligible for payment. All costs must be supported by invoices, purchase orders, canceled warrants/checks, or other approved documents. Additional justification of costs may be requested at the Department's discretion.

Organizational Considerations**Subcontractors and Purchasing**

Grant recipients (grantees) may make use of their own staff and subcontractor(s). Grantees are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

³ Profile will include a unique identifier, project and description, project geographic area, budget information, project dates, estimated GHG benefits and any co-benefits, and if applicable, data on priority population benefits.

Exhibit C: State Contract**Workplace Certifications and Insurance**

Pursuant to the requirements of Government Code §8355, grantees must sign a certification that a drug-free workplace will be provided.

Governmental grantees will be required to show evidence of self-insurance. All other grantees must obtain and keep Worker's Compensation, commercial general liability, and automobile liability insurance policies compliant with specifications provided by the Department for the term of the Grant Agreement. The insurance specifications are included within the standard grant agreement template. These policies shall cover any acts or omissions of the grantee or its employees engaged in the provision of service specified in the grant agreement.

Grantees shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and are responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of Grant Agreement signature.

Loss of Funding (Not a complete list)

The following are examples of actions that may result in a grantee's loss of funding:

- Grantee fails to execute a Grant Agreement within 6 months of project award.
- Grantee withdraws from the grant program.
- Grantee fails to adhere to the conditions of funding specified in these Guidelines.
- Grantee fails to complete the funded work within two years of project award.
- Grantee fails to complete work in a manner that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee changes scope of work without approval of the Department.
- Grantee changes the subcontractor or partner(s) identified in the work plan or application without approval from the Department.

APPENDIX A – Risk Options

SALC must facilitate the achievement of greenhouse gas emissions avoided as described in CARB's 2018 Funding Guidelines. SALC measures greenhouse gas emissions avoided based on the estimated avoided vehicle miles traveled, soil disturbance caused by construction, and building energy use resulting from protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified at the project level for funded acquisition projects.

Each acquisition project is required to demonstrate that the agricultural lands within the project's boundary will result in avoided greenhouse gas emissions. The risk options listed in this Appendix are used to determine whether a property is at risk of conversion and for the purposes of quantifying a project's avoided greenhouse gas emissions.

The risk options categorize the types and land use densities anticipated, should the proposed site be converted to more intense uses based on local conditions. The density type and project size are used to quantify the number of development rights that would be extinguished by completing the project, which are then used to calculate the anticipated GHG emissions that would be avoided by completing the project.

The Department will quantify the number of development rights to be extinguished based on data provided by applicants. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting their project's risk option.

The following list describes those agricultural lands considered at risk for purposes of CARB's most recent Quantification Methodology for Agricultural Lands Conservation. In order to ensure that projects will result in GHG benefits, applicants must demonstrate that agricultural lands within the project boundary are at risk of conversion using one of the risk options listed below.

Residential Risk: Options to demonstrate risk of conversion for which residential zoning can be used to calculate the number of extinguished development rights:

1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years;
2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;

Exhibit C: State Contract

3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan;
4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan;
5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.

Rural Residential Risk: Options to demonstrate risk of conversion for which rural residential zoning can be used to calculate the number of extinguished development rights:

6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;
7. Agricultural land between two and five miles from land developed or zoned for residential use with an average lot size of one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

APPENDIX B – Acquisition Grant Pre-proposal

Submittal Requirements

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for SALC acquisition funding. Grant applications are due August 28, 2020 and will not be accepted unless a pre-proposal worksheet was received for the project by the April 30, 2020 deadline.

Pre-proposals will be reviewed, and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions.

Please submit this worksheet along with:

- Preliminary title report that is less than twelve months old, and
- Maps of the project boundaries and location of existing and/or reserved building envelopes.

Please submit the below for to the Department of Conservation via email to salcp@conservation.ca.gov.

Basic Information	
Project Title	
Location (County and Nearest City)	
Real property interest to be acquired	☐ Easement ☐ Fee
Located within a <u>priority population</u>	☐ Y ☐ N [Census tract number]
Priority Population Status	☐ Y ☐ N [If yes, attach Priority Population Benefits Checklist]
Risk Option number	
Project Funding	
SALC Acquisition Request Amount	\$
Match Amount (toward easement value only)	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]
Does all or a portion of the match come from another CCI program?	Y/N [If yes, indicate source(s) and amounts]
Estimated Fee Title or Easement Fair Market Value	\$
Associated Costs Request	[Up to \$50,000]
Management Plan Request	[Up to \$10,000]

Exhibit C: State Contract

Applicant Information	
Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	
Co-Applicant Information (if applicable)	
Co-Applicant	
Contact Person	
Phone Number	
Email Address	
Parcel Information	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements	
Restrictions on Agricultural Use?	☐ Y ☐ N Explanation:
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland Acres mapped by the Farmland Mapping and Monitoring Program.	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	☐ Y ☐ N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	☐ Y ☐ N Explanation:
Water and Mineral Rights	
Water Rights and Source(s)	
Third party mineral rights holder(s)?	☐ Y ☐ N Explanation:

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Severed mineral rights?	☐ Y ☐ N	Explanation:
Evidence of past mining?	☐ Y ☐ N	Explanation:
Existing and Reserved Single-family Residences		
Number of single-family (SF) residences currently on the property		
Approximate size of each SF residence (square footage of living area)		
Number of additional SF residences to be reserved in easement (if any):		
Size restriction (sq. ft), if any, on reserved and/or existing SF residences		
Existing Farm Labor Residences		
Number of farm labor residential structures/units currently on property		
Approximate size of each farm labor residence (square footage of living area)		
Building Envelopes		
Existing Building Envelope(s) on the property?	Number:	Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number:	Approximate Acres (each):
Additional Information		
Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:	
Any critical deadlines?	Please describe:	
Will you utilize the Minimum Deed Terms?	☐ Y ☐ N	

Exhibit C: State Contract**Risk of Conversion Summary Sheet and Supporting Evidence**

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below. Risk options set forth in Appendix A. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property.

The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk
☐	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.
☐	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
☐	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.
☐	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.
☐	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.
☐	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
☐	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

Preproposal questions

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

More detailed information is required in the full grant application.

1. Confirm that the applicant is an Eligible Applicant as defined on Page 6 of the Guidelines.
2. Confirm that the applicant agrees to all the Conditions of Funding for the proposed project type.
3. Is the proposed acquisition part of a local government's condition placed upon the issuance of an entitlement for use of a specific property? If yes, please describe.
4. Does the property have any known agricultural constraints (e.g., due to soil or water contamination)? If so, please describe.
5. If the applicant intends to restrict agricultural intensification on the property, describe the restrictions and discuss (a) how those restrictions are consistent with the property's continuing agricultural use, and (b) whether the restrictions would substantially impair agricultural use on the property.
6. Describe how the property will support infill and compact development.
7. Describe how the proposal will support the implementation of an adopted or draft sustainable communities strategy or, if a sustainable communities strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.
8. Describe how the project is consistent with California's Planning Priorities.
9. Describe the market, infrastructure, and agricultural support services around the property.
10. Provide a brief description of the project, including the current agricultural use of the property. Is the parcel proposed for conservation expected to continue to be used for, and is it large enough to sustain, commercial agricultural production?
11. Provide a brief discussion of the environmental, economic, public health, and other co-benefits that this project will provide.
12. If the proposal is for fee title acquisition, how will the property be utilized for agricultural use? What is the plan to lease or sell the property? Will this occur as part of the project and if not, what is the anticipated time frame?

Provide any other comments, potential concerns, etc.

APPENDIX C – Acquisition Grant Application

Applying

This is the application form for Agricultural Conservation Acquisition (Acquisition) Grants under the Round 6 Guidelines for the Sustainable Agricultural Lands Conservation Program (Guidelines). The Guidelines detail the background and eligibility requirements for funding. Applicants should familiarize themselves with the Round 6 Guidelines prior to completing this grant application and refer to them for questions regarding this form. SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying.

Initial Screening–Pre-proposals

Applicants are required to submit a pre-proposal to the Department prior to applying. Please refer to the Pre-Proposals section of the Guidelines for additional information.

Grant Application Submission

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

The application process and requirements for Acquisition grants is detailed in Section 2 of the Guidelines. Pre-proposals and applications must be submitted electronically by 11:59 p.m. on the deadlines specified in "At-a-Glance," to be considered for funding.

Applicants must submit the entire application to the Department via email (salcp@conservation.ca.gov).

Receipt of the digital application by the Department determines the official submittal date and time. SALC will acknowledge receipt of the digital application by email to the Contact Person listed on the Grant Application Cover Sheet.

Acquisition Grant Application Checklist**REQUIRED COMPONENTS**

All grant applications must include the following:

	Application Cover Sheet
	Executive Summary (1-page maximum)
	Acquisition Summary Sheet
	Risk of Conversion Summary Sheet and Supporting Evidence
	Certification of Acceptance of Conditions of Funding
	Detailed Characteristics of the Proposed Project (7-page maximum)
	Applicant Resolution of Support
	Letter to Planning Director
	Preliminary Title Report, Underlying Documents, Assessor's Parcel Map(s)
	Buyer-Seller Letter of Intent
	Appraisal or Support for Estimated Easement Value
	Project Geographic Area Map
	Building Envelope Map and Excluded Area
Documentation of Organizational Capacity	
<i>I certify here that the most current versions of the documents below are on</i>	
Name, Title Date	
	Proof of Land Trust Accreditation Commission Accreditation OR copies of all policies listed below.
	Easement Amendment
	Conflict of Interest Policy
	Monitoring Policy
	Easement Enforcement Policy
	Stewardship Endowment Policy
Documentation of Organizational Eligibility	
<i>I certify here that the most current versions of the documents below are on</i>	
Name, Title Date	
	IRS 501(c)3 status
	Articles of Incorporation
	Bylaws
	Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland (if different from above)

Exhibit C: State Contract

	Copy of relevant statute (governmental applicants only)
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ADDITIONAL COMPONENTS

Applicants may submit the following as relevant to their application:

	Priority Population Benefits Checklist (required if providing a priority population benefit)
	Maps showing parcel number(s), proximity to Spheres of Influence, plotted easements, and proximity to protected lands.

INTEREST HOLDER DOCUMENTATION

(applicable when the applicant is not the intended holder of the real property interest)

	Certification of Acceptance of Conditions of Funding		
	Interest Holder's Resolution of Support		
Documentation of Organizational Capacity			
<i>I certify here that the most current versions of the documents below are on record at the Department or attached:</i>			
Name, Title Date			
	Proof of Land Trust Accreditation Commission Accreditation OR copies of all policies listed below.		
	Easement Amendment Policy		Conflict of Interest Policy
	Monitoring Policy		Easement Enforcement Policy
	Stewardship Endowment Policy		
Documentation of Organizational Eligibility			
<i>I certify here that the most current versions of the documents below are on record at the Department or attached:</i>			
Name, Title Date			
	IRS 501(c)3 status		

	Articles of Incorporation
	Bylaws
	Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland <i>(if different from above)</i>
	Copy of relevant statute <i>(governmental applicants only)</i>

Exhibit C: State Contract

Acquisition Grant Application Cover Sheet

Basic Information	
Project Title	
Location (County and Nearest City)	
Real Property Interest to be acquired	☐ Easement ☐ Fee
Located within a <u>priority population</u>	☐ Y ☐ N [Census tract number]
Priority Population Status	☐ Y ☐ N [If yes, attach Priority Population Benefits Checklist]
Risk Option number	
Project Funding	
SALC Acquisition Request Amount	\$
Match Amount (toward easement value only)	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]
Does all or a portion of the match come from another CCI program?	Y N [If yes, indicate source(s)]
Estimated Fee Title or Easement Fair Market Value	\$
Associated Costs Request	[Up to \$50,000]
Management Plan Request	[Up to \$10,000]
Applicant Information	
Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Complete if applicable:

Co-Applicant/Intended Interest Holder Information	
Co-Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Nonprofit applicants that intend to be the holder of the real property interest to be acquired must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Executive Summary

This section (**one (1) page** maximum) should provide a brief but thorough description of:

- The proposed project and its scope (project type, agricultural use, farmland quality, location, and size),
- An explanation of the development pressure impacting the surrounding area, including a summary of relevant risk option(s),
- Any environmental, economic, or public health co-benefits for California associated with the proposed acquisition, and
- Whether the landowner must meet any critical deadlines for concluding the transaction.

Exhibit C: State Contract

Acquisition Summary Sheet

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

General Information	
Project Title	
Landowner Name(s)/ Ownership Structure	
Street Address of Property (or nearest cross streets)	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements (if applicable)	
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland Acres mapped by the Farmland Mapping and Monitoring Program	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	☐ Y ☐ N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	☐ Y ☐ N Explanation:
Water and Mineral Rights	

Exhibit C: State Contract

Water Rights and Source(s)		
Third party mineral rights holder(s)?	☐ Y ☐ N Explanation:	
Severed mineral rights?	☐ Y ☐ N Explanation:	
Evidence of past mining?	☐ Y ☐ N Explanation:	
Existing and Reserved Single-family Residences		
Number of single-family (SF) residences currently on the property		
Approximate size of each SF residence (square footage of living area)		
Number of additional SF residences to be reserved in easement (if any)		
Size restriction (sq. ft), if any, on reserved and/or existing SF residences		
Existing Farm Labor Residences		
Number of farm labor residential structures/units currently on property		
Approximate size of each farm labor residence (square footage of living area)		
Building Envelopes		
Existing Building Envelope(s) on the property?	Number:	Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number:	Approximate Acres (each):
Additional Information		
Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:	
Any critical deadlines?	Please describe:	
Will you utilize the Minimum Deed Terms?	☐ Y ☐ N	

Exhibit C: State Contract**Risk of Conversion Summary Sheet and Supporting Evidence**

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below. Risk options are discussed in Appendix A. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property. The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk	Description and reference to Supporting Evidence included in the Application
	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.	
	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.	
	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.	

Exhibit C: State Contract

	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.	
	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.	

Certification of Acceptance of Conditions of Funding (Easements)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

SALC's conditions of funding for easement acquisitions are as follows:

- o Clean title to the agricultural conservation easement can be conveyed at close of escrow.
- o The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- o If the Department is funding preparation of an adaptive management plan, the Department has approved the plan. Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
 - The restriction is consistent with the property's continuing agricultural use, and
 - Agricultural use of the property is not substantially impaired.

Exhibit C: State Contract

- o For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.
- o The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- o The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- o The appraisal used to establish the easement value must be approved by DGS and the Department.
- o The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.

The easement acquisition can be completed within 2 years of grant agreement effective date.		
Authorized Signature	Name/Title (Print or Type)	Date Signed
Co-Applicant (If Applicable)		
Authorized Signature	Name/Title (Print or Type)	Date Signed

Certification of Acceptance of Conditions of Funding (Fee Acquisitions)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

SALC's conditions of funding for fee acquisitions are as follows:

- Clean title to the property can be conveyed at close of escrow.
- The title to the property will be encumbered in perpetuity with the following covenants that run with the land:
 - The property must actively be used for agricultural uses,
 - Prohibits permanent severance of water rights from the fee,
 - Restricts development potential on the property consistent with an agricultural conservation easement,
 - All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region,
 - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow,
 - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property, and
 - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- The buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator. The property must be leased within a commercially reasonable time after purchasing the property. If the applicant intends to sell the property, it must be sold within 3 years of purchase.
- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan. Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:

Exhibit C: State Contract

- The restriction is consistent with the property's continuing agricultural use, and
- Agricultural use of the property is not substantially impaired.
- The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The acquisition can be completed within 2 years of grant agreement effective date.

Applicant		
Authorized Signature	Name/Title (Print or Type)	Date Signed
Co-Applicant (If Applicable)		
Authorized Signature	Name/Title (Print or Type)	Date Signed

Detailed Characteristics of the Proposed Project

This section should be used to explain attributes of the proposed easement, the applicant's capabilities, and regional policies that are relevant to the goals of SALC. This section should not exceed **eight (8) pages**. Please answer the following questions, maintaining the lettering format below.

1. Describe any restrictions on agricultural use that would be required in the easement and how the nonagricultural qualities being protected by such restrictions: (a) are consistent with the property's continuing agricultural use, and (b) do not substantially impair agricultural uses on the property.
2. Describe how the project will support infill and compact development.
3. Describe how the project supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions. Be sure to provide references to the specific goals, objectives, or policies that your project supports.
4. Describe how the project is consistent with California's Planning Priorities.
5. Describe the market, infrastructure, and agricultural support services in the area. How far are these markets, infrastructure, and support services from the property? How does the agricultural operator onsite access them? Are these markets, infrastructure, and services sufficient to support long-term commercial agricultural production?
6. Describe the property's current and proposed agricultural use, including any onsite infrastructure that supports the agricultural use and whether the property is large enough and likely to sustain commercial agricultural production. Are there any known agricultural constraints on the property? If so, describe.
7. Is the property identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy? If so, please describe the plan and any priorities the property meets.
8. Does the property have adequate water availability and water quality for agricultural purposes? Is the property within an over drafted or critically over drafted SGMA basin? If so, which one?
9. Describe any on-farm conservation management practices that the landowner has incorporated or is in the process of incorporating on the property to build soil health for carbon sequestration. If the landowner has received funding to incorporate such practices, please attach supporting documentation.
10. Describe any on-farm management practices that the landowner has incorporated or is in the process of incorporating on the property to

Exhibit C: State Contract

improve water use efficiency, conservation, and reduction, increase use of recycled water, support groundwater recharge, or reduce reliance on groundwater. If the landowner has received funding to incorporate such practices, please attach supporting documentation.

11. Describe any environmental conservation values or co-benefits that may result from the conservation of this property.
12. Is the property within strategic proximity to other permanently protected property?
13. Is the property identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan? If so, please describe the plan and any priorities the property meets.
14. Describe any economic co-benefits that may result from the conservation of this property.
15. Describe any public health co-benefits that may result from the conservation of this property.
16. Describe any other co-benefits that may result from the conservation of this property.
17. If the proposal is for fee title acquisition, how will the property be utilized for agricultural use? Do you plan to lease or sell the property and in what time frame will that occur?

Applicant Resolution of Support

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

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

Notification Letter to the Planning Director

To ensure local support for the project, the applicant must provide written notification to the local government's Planning Director about the application. The letter should indicate the applicant's intent to apply for a grant to acquire an agricultural conservation easement, the Department's contact information in case the local government has comments, and the anticipated date of the Strategic Growth Council meeting at which the easement application is proposed to be considered for approval. The notification should include the applicant and not the landowner's name.

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

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. A preliminary title report that is less than twelve (12) months old and a plan to address each title issue must be submitted with the application. The title report should be submitted as a separate file from the application and should be accompanied by all relevant underlying documents, associated assessor's parcel maps, and a plotted easements map. Underlying documents should be submitted as hyperlinks in the preliminary title report unless extenuating circumstances exist.

In the space below, please describe plans to address any potential title concerns, as well as the timeframe for doing so.

Applicant-Landowner Letter of Intent

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

1. Landowner's pursuit of sale of the easement or fee, as applicable, is voluntary;
2. Use of the property will be restricted to agricultural and compatible conservation uses in perpetuity; and
3. No government agency has conditioned the issuance of an entitlement to use on the proposed acquisition.

For projects where the land proposed to be conserved under easement includes some forest lands, the letter must also indicate that the landowner agrees to the conditions outlined in Civil Code Section 815.11.

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

Sample documents are posted on the Department website.

Appraisal/Support for Estimated Acquisition Value

A current appraisal is not a required component of the application. However, the applicant must provide support for the acquisition value identified in the application cover sheet. This support may be in the form of a preliminary or complete appraisal, or a detailed estimate for the anticipated cost of the acquisition, and material to support the valuation estimate. SALC reserves the right to require that a current appraisal accompany the grant application if, in its sole discretion, it determines that insufficient data is available to support an estimate.

SALC will only fund the appraisal that is approved by the state and used for the actual acquisition. This cost will only be covered if the project is awarded funding.

Project Geographic Area Map

In addition to the required assessor's parcel map(s), applicants must submit a legible pdf map of the project boundary with their application.

Applicants may also submit maps depicting the proposed project boundary relative to Important Farmland data, nearest Sphere of Influence, priority planning areas, and other protected lands in the vicinity. If the applicant can

document additional conserved lands or resource values that support the proposal, they are encouraged to provide supplemental maps to that effect.

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

Map of Building Envelope and Excluded Area

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

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

Documentation of Organizational Capacity

Applicants must provide proof of organizational capacity to acquire and steward easements for their agricultural conservation values as part of their application. Applicants may meet this requirement by:

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

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

Documentation of Organizational Eligibility

Non-profit applicants must submit the following documentation:

- Internal Revenue Service 501(c)3 status as a charitable non-profit;
- Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,

Exhibit C: State Contract

- o Adopted policy that details the organization's goals and purposes, including the organization's commitment to conservation of agriculture, rangeland, or farmland.

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

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

Additional Components and Certifications

Priority Population Benefits Checklist (AB 1550) - OPTIONAL

This checklist is to be used by applicants claiming to provide a benefit to a priority population. Benefits must address a common need to a disadvantaged community. The chosen approach must be identified on the checklist and accompanied by supporting documentation that a disadvantaged community need is being met. This checklist will be available on the Department website.

Projects must satisfy at least one criterion in Step 1, one criterion in Step 2, and one criterion in Step 3 below to be considered to provide direct, meaningful, and assured benefits to priority populations, receive priority population status through SALC, and count toward statutory investment minimums.

Documentation must be provided to support all claims and will be evaluated by SALC, with final concurrence determined by CARB.

Please see www.arb.ca.gov/cc-resources for any updates to the checklist.

STEP 1 – Identify Priority Population(s)

Evaluate the project against each of the following criteria. Check all boxes that apply. Supporting documentation required. If a project does not meet at least one of the qualifying criteria in Step 1, the project does not count toward statutory investment minimums and no further evaluation is needed.

Criteria	Yes	No
A. Is a majority of the project land located within the boundaries of a disadvantaged community census tract ?	☐	☐
B. Is a majority of project land located within the boundaries of a low-income community census tract ?	☐	☐

Exhibit C: State Contract

C. Is a majority of the project land located outside of a disadvantaged community, but **within ½-mile of a disadvantaged community and within a low-income community census tract?**

☐☐**STEP 2 – Address a Need**

Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need. Supporting documentation required. If the project does not address a community or household need, it does not count toward statutory investment minimums and no further evaluation is needed.

Important Community or Household Need

Describe the important community or household need your project meets and how the project addresses said need in the space provided:

STEP 2 – Address a Need (continued)**Method Used to Identify Need****Yes****No**

Indicate the method used to identify the important community need described above and provide supporting documentation:

- A. Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs.
- B. Look at the individual factors in the latest version of CalEnviroScreen that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors.
- C. Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support.
- D. Refer to the list of common needs for priority populations in CARB's Funding Guidelines Table 5 and confirm that the project addresses at least one listed need (should match the need identified above).

☐☐☐☐☐☐☐☐

Exhibit C: State Contract

STEP 3 – Provide a Benefit

Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. Project must meet at least one of the following benefit criteria. Supporting documentation required. Check all boxes that apply.

Criteria	Yes	No
A. Project preserves a site that allows public access.	☐	☐
B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities.	☐	☐
C. Project maintains water quality and health of watersheds serving priority populations through avoiding the conversion of forest lands or wetlands that would have resulted in impacts to nearby water bodies located in the same or a directly adjacent disadvantaged or low-income community as the project.	☐	☐
D. Project increases food access to priority populations through regular farmers' markets, donations to food banks or distribution centers serving residents of disadvantaged or low-income communities, or low-income households.	☐	☐
E. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.	☐	☐

APPENDIX D – Planning Grant Pre-proposal

Submittal Requirements

All applicants are encouraged to provide the Department with a structured summary of their proposed project prior to the full application deadline.

By providing basic information about the potential project's scope and goals, Department staff can provide preliminary technical assistance to the applicant in advance of completion of full project application.

Please submit the below form to the Department by email to salcp@conservation.ca.gov

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Claiming Priority Population Benefits Status (circle one)	Y N	If yes, you will need to submit a Priority Population Benefits Checklist with your application (<i>not</i> with this pre-proposal).
Grant Request Amount	\$	
Matching Funds Pending	\$	
Matching Funds Committed	\$	
Total Estimated Project Cost	\$	
Contact Person		

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Title	
Phone Number	
Email Address	

Executive Summary and Proposed Planning Project

Please provide a brief overview of the project (**1-page** maximum). This overview should describe the following:

- Provide a brief description of the proposed planning project.
- Why the proposed project is appropriate for protecting agricultural lands in the jurisdiction.
- Participating stakeholders.
- Any critical deadlines.

Preproposal Questions

1. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables are expected; agricultural land base, economy, and regional food systems and infrastructure within the project area; amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).
2. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks?
3. How will the project avoid or reduce greenhouse gas emissions?
4. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
5. How is the proposed plan consistent with California's Planning Priorities?
6. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
7. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan

objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?

8. What is the applicant's experience in developing and implementing similar projects? What are the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there professional staff qualified to develop and successfully implement the proposal? If not, please describe how will the applicant acquire this expertise.
9. Which stakeholders will participate in the proposed project? How will these stakeholders participate?

Map(s) of the Project area

Please provide a map or image depicting the area to be covered by the proposed project. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Examples of maps include Important Farmland Maps, Spheres of Influence, priority planning areas, and other protected lands. Protected lands databases can be found at the following locations:

National Conservation Easement Database

California Protected Area Database

California Conservation Easement Database

Maps or images must print into an 8 1/2" x 11" sheet of paper.

Geographic information system (GIS) data may be submitted along with digital map products.

APPENDIX E – Planning Grant Application

SUBMITTAL REQUIREMENTS

Please use the Grant Application Checklist found below to ensure that all necessary materials are submitted to facilitate prompt application review. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

APPLICATION REQUIREMENTS

Applicants are required to submit the entire application to the Department via email (salcp@conservation.ca.gov).

Receipt of the digital application by the Department determines the official submittal date and time. SALC staff will acknowledge receipt of the digital application via email to the Contact Person listed on the Cover Sheet.

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

Please indicate with a checkmark that these items are included in your application.

Checklist	
☐	Completed Cover Sheet
☐	Executive Summary
☐	Application Questions
☐	Work Plan
☐	Budget
☐	Map(s) of the Project's Geographic Area
☐	Signed Authorizing Resolution from Governing Bodies
☐	Priority Population Benefits Checklist (Optional)
☐	Stakeholder Collaboration Letters (Optional)

Materials should be presented in the order indicated in the checklist. Clearly number and label each item, and number all pages in sequential order.

Exhibit C: State Contract

Please do not submit additional materials that have not been specifically requested (e.g., press clippings or brochures) as they will not be considered during the evaluation.

Planning Grant Cover Sheet

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Requesting Priority Population Benefits Status (circle one)	Y N	If yes, you will need to submit a Priority Population Benefits Checklist with your application
Grant Request Amount	\$	
Matching Funds Pending	\$	
Matching Funds Committed	\$	
Total Estimated Project Cost	\$	
Contact Person		
Title		
Phone Number		
Email Address		

Executive Summary

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

- Describe the planning project(s) being proposed.
- Why the proposed project is an appropriate planning project for protecting agricultural lands in your jurisdiction.

Exhibit C: State Contract

- Who are participating stakeholders and how will they be incorporated into the plan.
- Any critical deadlines.

Application Questions

The questions below are designed to solicit specific facts regarding how the proposal addresses the SALC goals and objectives. Please respond to all questions in the order listed and clearly label each question and answer. Points will be attributed to each section and not to individual questions. If a question does not apply to your proposed work, indicate that it is not applicable ("N/A"). Please limit your response to **ten (10)** pages.

1. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables are expected; agricultural land base, economy, and regional food systems and infrastructure within the project area; amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).
2. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks?
3. How will the project avoid or reduce greenhouse gas emissions?
4. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
5. How is the proposed plan consistent with California's Planning Priorities?
6. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
7. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?
8. What is the applicant's agency's experience in developing and implementing similar projects? Are there the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there the professional staff qualified to develop and

successfully implement the proposal? If not, please describe how you will the applicant acquire this expertise.

9. Which stakeholders will participate in the proposed project? How will these stakeholders participate?

Work Plan

Applicants must provide a detailed work plan that specifies the tasks, sub-tasks and deliverables that will be performed including a schedule and cost estimates. The cost estimate and schedule should be of sufficient detail to allow assessment of the applicant's progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

The work plan will include:

Summary

1. The tabular summary below must be filled out with the project details and included in the application. Add tasks or subtasks as appropriate for your proposal.

Work Plan			
Task Number	Performance Measure	Timeline	Total Requested Grant Funds
Task 1 Identify any subtasks or steps to completing the Task	Identify appropriate deliverable, metrics, or milestones		
Task 2			
Task 3			
Task 4			
Task 5			

Exhibit C: State Contract**Narrative**

2. A narrative of each tasks, sub-tasks and schedule for the proposed project. Please limit your response to three (3) pages.

Budget

This section will identify the total estimated project cost using the budget table below. The total estimated cost should be broken down to clearly delineate grant funds requested and match funding. Additional rows may be added to each section as appropriate. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement. Please refer to the Department's website for an excel version of this spreadsheet.

Budget Item	Units (if applicable) (# hours)	Rate (if applicable) (\$/hour)	Program Reimbursement Request	Grantee Match	Grand Total
Task 1					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 2					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 3					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 4					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 5					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Other Direct Costs					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Grand Total			\$ -	\$ -	\$ -

Map(s) of the Project Geographic area

Applicants must provide a map or image depicting the area to be covered by the proposed plan. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Maps or images must print into an 8 ½" x 11" piece of paper.

Geographic information system (GIS) data or Google Earth (.kmz) files may be submitted along with digital map products.

Signed Authorizing Resolution

Applicants must submit a signed Resolution of Support authorizing work to be completed under the proposal. The resolution must:

- o Approve the filing of an application for the proposed project;
- o Certify that the Applicant understands the assurances and certification in the application;
- o Certify that the Applicant will have sufficient funds to meet the match requirement;
- o Certify that the Applicant will work towards the California's Planning Priorities;
- o Authorize entrance into a grant agreement with the Department for the project and agree to accept the template included in the Guidelines; and,
- o Authorize a designated individual, or designee, as agent to accept the award of grant funding and to, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the plan.

The resolution must provide acknowledgement that the Applicant understands and accepts that they must cover the costs to complete work related to the development and execution of the planning project until reimbursement by the State.

Priority Population Benefits Checklist (Optional)

Applicants choosing to claim priority population benefits must submit a priority population benefits checklist. Please download and submit a copy of the checklist from the [CARB website](#).

A mapping tool to determine whether a project location is within a priority population census tract is [available](#). Also refer to the Guidelines for further information.

This checklist is to be used by applicants claiming Priority Population status. More information about the priority population checklist is [available](#).

Stakeholder Collaboration Letters (Optional)

Applicants may provide copies of letters from collaborating stakeholders demonstrating the stakeholder's specific role in the development or implementation of the Agricultural Land Conservation Planning project.

Applicants may also provide copies of letters from entities within the project geographic area and from the local community which are not participating stakeholders, but which support the Agricultural Land Conservation Planning project.

Appendix F

[Acquisition Grant Agreement Intentionally Omitted]

Appendix G

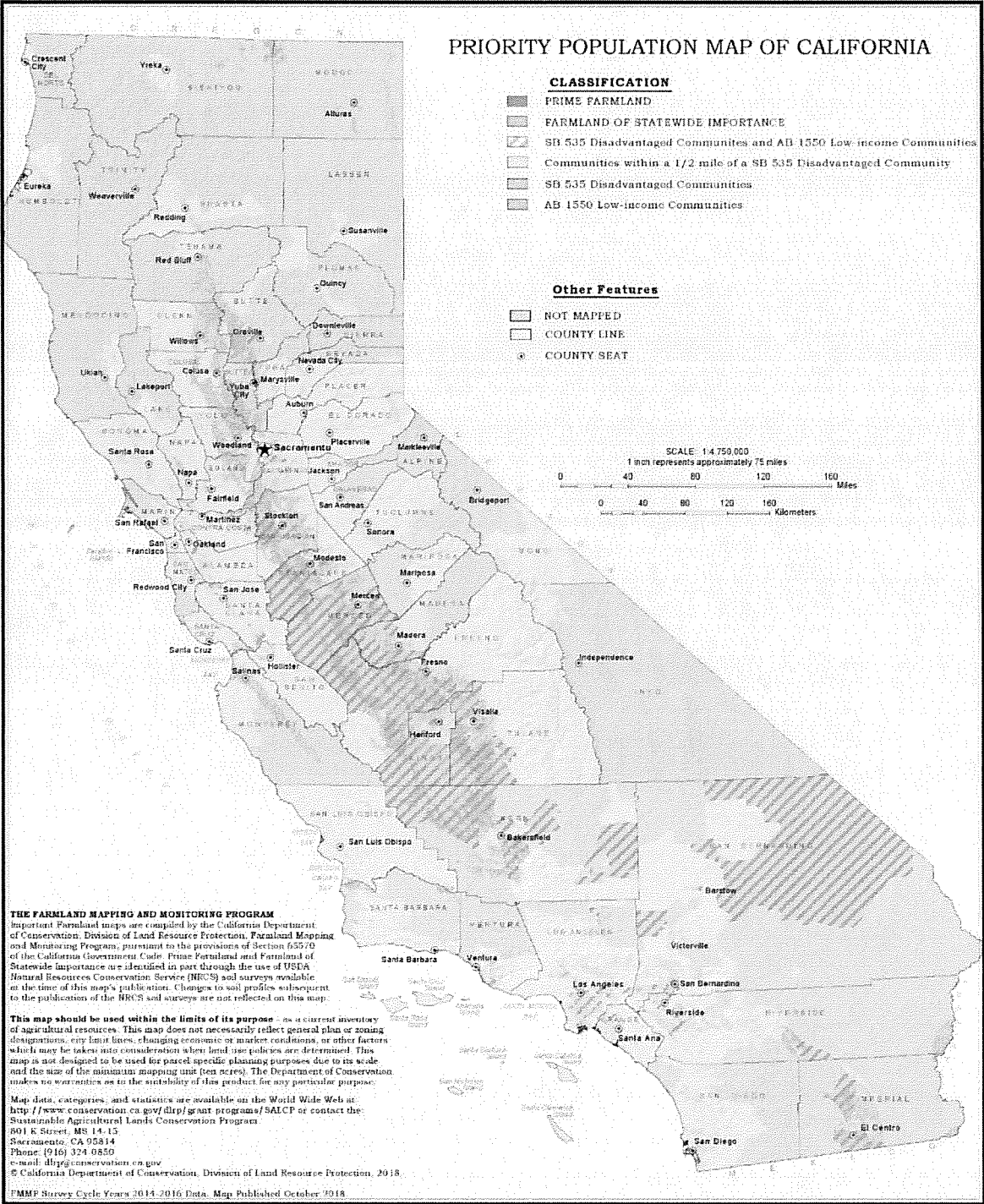
[Planning Grant Agreement Intentionally Omitted]

APPENDIX H – Priority Populations-Important Farmland Map



STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor
THE NATURAL RESOURCES AGENCY
John Laird, Secretary
DEPARTMENT OF CONSERVATION
David Bunn, Director

CALIFORNIA DEPARTMENT OF CONSERVATION
DIVISION OF LAND RESOURCE PROTECTION
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM



APPENDIX I – Glossary

The terms used in these grant Guidelines are defined as follows:

AB 32 (Chapter 488, 2006): Assembly Bill 32, or the California Global Warming Solutions Act of 2006, establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases. It codifies in the Health and Safety Code declarations about the serious threats posed by global warming and the intent of the Legislature to ensure coordination among state agencies and all affected stakeholders in the development of regulations to implement this law.

Affordable Housing and Sustainable Communities (AHSC) Program: The AHSC Program furthers the regulatory purposes of AB 32 and SB 375 by investing in projects that reduce greenhouse gas emissions by creating more compact, infill development patterns; encouraging active transportation and mass transit usage; and protecting agricultural land from sprawl development. These projects, described in the AB 32 Scoping Plan, support climate objectives and co-benefits by reducing vehicle miles traveled and associated greenhouse gas and other emissions, or by making strategic investments that protect agricultural lands to reduce greenhouse gas emissions.

Agricultural Conservation Easement (easement): A voluntary, legally recorded deed restriction in perpetuity, as defined in Section 815.1 of the Civil Code. The easement removes development pressure, prohibits practices that would damage or interfere with the agricultural use of the property, and prevents the restriction of agricultural husbandry practices. The easement remains in effect even when land changes ownership and maintains the land in private ownership and on the tax rolls. The easement must be held by a qualified Section 501(c)(3) California nonprofit organization, or a local government, both of which must state that one of their primary purposes is the protection of agricultural use.

Agricultural Land: For the purposes of this program, agricultural land includes both cultivated and non-cultivated (e.g., rangeland and pasture) lands.

Agricultural use: For the purposes of SALC, agricultural activity, operation or facility or appurtenances thereof shall include the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity including viticulture, apiculture, or horticulture, the raising of livestock, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with those farming operations, including preparation for market, delivery to storage or to market, or delivery to carriers for transportation market. This definition shall also include gathering and activities that promote healthy trees, shrubs, and perennial forbs for the

cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes so long as the project is led by or is in partnership with a California Native American tribe and the deed provides tribal access to those resources.

Applicant: An organization requesting funding from this program to be administered by the State. Eligible applicants for the Sustainable Agricultural Lands Planning Grants are cities and counties. Partners to the Sustainable Agricultural Lands Planning Grants may include nonprofit organizations, resource conservation districts, or a regional park or open-space district or regional park or open-space authority. Eligible applicants for the Agricultural Conservation Easement Grants include local governments, nonprofit organizations, resource conservation districts, or a regional park or open-space district, regional park or open-space authorities, and California Native American tribes as identified in Civil Code Section 815.3.

Applicant's stated purpose: As described in adopted by-laws, articles of incorporation, policy, or resolution of the applicant's governing body (does not include statements on website)

Baseline Conditions Report: A comprehensive document that describes the condition of a property placed under conservation easement. The Baseline Conditions Report (BCR) is compiled by the easement holder and is referred to during future monitoring of the easement to determine whether the terms and conditions of the easement are being upheld.

Co-Applicant: An organization or entity that is eligible to apply for funding under the SALC and applies for funding in partnership with a second organization.

Co-Benefits: The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation, acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits." (U.S. Environmental Protection Agency)

Conservation easement: An interest in land, less than fee simple, which represents the right to prevent the development or improvement of the land, as specified in Section 815.1 of the California Civil Code. For the purposes of the SALC, the easement is held to prevent any use that may diminish or impair purposes other than agricultural production.

Conservation management practices: Conservation management practices include agricultural management practices that sequester carbon, reduce atmospheric GHGs and improve soil health. These practices can include United

States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Conservation Practice Standards (CPS), California Department of Food and Agriculture Healthy Soils Program Practices, and Carbon Farm Plans.

Cost effectiveness: Defined as the greenhouse gas reduction identified by the Quantification Methodology per dollar of California Climate Investment Funding requested.

Employment Outcomes: Employment outcomes include the following categories—the job classification or trade supported, any job training credentials, the number of jobs provided per classification, the number of jobs provided to employees from priority populations, total hours worked on the project, total hours worked by employees from priority populations, average hourly wage, average hourly wage for employees from priority populations, total number of workers that completed job training (if relevant), and a description of job quality. Additional information is available on the jobs tab of the SALC CCIRTS reporting template available at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

Fully-Burdened rate: The actual cost of a company to have an employee, aside from the salary the employee earns. Labor burden costs include benefits that a company must, or chooses to, pay for employees included on their payroll. These costs include but are not limited to payroll taxes, pension costs, health insurance, dental insurance, and any other benefits that a company provides an employee.

Fund or Funds: Monies authorized by the California Budget Act from the Greenhouse Gas Reduction Fund (GGRF) to the Strategic Growth Council to develop and administer the Affordable Housing and Sustainable Communities (AHSC) Program. Health and Safety Code Section 39719(b)(1)(C), apportions twenty percent (20%) of the GGRF's proceeds on an annual basis to AHSC beginning in FY 2015-16.

Grant Administrator: An employee of the State who manages grants, also called a Grant Manager.

Grant Agreement: A contractual arrangement between the Department and grantee specifying the payment of funds by the Department for the execution of the work program by the grantee.

Grant Performance Period: The beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 24 months.

Exhibit C: State Contract

Grant term: The period beginning upon the Department Director's signature of the grant agreement, during which the grantee and the Department execute the work program outlined in said agreement.

Grantee: An applicant that has signed an agreement for grant funding with the State.

Greenhouse Gases: Include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Including: Including means "including, but not limited to."

Infrastructure: Specific to SALC, infrastructure refers to the resources upon which an agricultural business relies. This includes, but is not limited to, seed and fertilizer suppliers, veterinary services, water and energy distribution, transportation, drying or processing facilities, and storage or marketing facilities.

Joint Proposal: An application submitted for the Sustainable Agricultural Lands Strategy and Outcome Grants by one lead eligible applicant with one or more eligible applicant(s) (co-applicant). A single Budget and Work Plan must be submitted by the lead applicant. The Budget and Work Plan must describe the funds that will be distributed to lead and co-applicants and identify general activities for which they are used.

Land Trust: A private, nonprofit organization that holds a tax exemption as defined under Section 501(c)(3) of the Internal Revenue Code, and further qualifies as an organization under Section 170(b)(1)(A)(vi) or 170(h)(3) of the Internal Revenue Code. For purposes of the SALC, land trusts eligible to hold agricultural conservation easements must have among their purposes the conservation of agricultural lands.

Living Area: Specific to the SALC, living area is defined by the local jurisdiction that oversees permitting of the project area. Please refer to your local jurisdiction for additional information.

Local Agency Formation Commission (LAFCO): The Cortese-Knox Local Government Reorganization Act (Government Code Section 56000, et seq.) established Local Agency Formation Commissions in each county, empowering them to review, approve or deny proposals for boundary changes and incorporations for cities, counties, and special districts. Among the purposes of a LAFCO are discouraging urban sprawl, preserving open-space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances (Government Code Section 56301). One of the

primary planning tasks is the establishment of "Spheres of Influence" for the various governmental bodies within their jurisdiction.

Natural Resources: The materials and functions that comprise the natural wealth of an area's ecosystems, including the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

Participating Stakeholder: Cities, counties, local agency formation commissions (LAFCOs), agricultural businesses, agricultural water providers/purveyors, non-governmental organizations (NGOs), community members, and Native American tribes.

Partner(s): Nonprofits, resource conservation districts, or other stakeholders with an interest in conserving agricultural land that are included or play a role in the Applicant's proposed scope of work.

Project Geographic Area: For purposes of SALC, the physical geographic extent of a proposal assessed to estimate the GHG emission reductions at the application stage; only agricultural lands within the project geographic area that are determined to be at risk of conversion are considered when quantifying the GHG benefit.

Project structure: Attributes that define the agricultural conservation easement project including acreage, boundary, legal access, reserved rights, prohibited uses, fee ownership, mineral estate, and co-benefits.

Reasonable Associated Costs: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the Grant Agreement.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Grant Agreement.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the State.

- o Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

Regional Plan: Either of the following: 1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable State requirements, OR 2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of Chapter 2.5 (commencing with Section 65080) of Division 1 of title 7, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

Reserved rights: Rights expressly retained or proposed to be retained by the landowner/grantor of an agricultural conservation easement.

Specific Plan: A tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

Sphere of Influence (SOI): The SOI is a plan for the probable physical boundaries and service area of a local government agency (Government Code Section 56076). One of the primary planning tasks of each county's LAFCO is the establishment of SOIs for the governmental bodies within their jurisdictions.

State: For purposes of the SALC, State is a general term including the Strategic Growth Council, Department of Conservation, and the Natural Resources Agency or its representatives.

California's Planning Priorities: As defined under Government Code Section 65041.1: The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows:

- To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.

Exhibit C: State Contract

- B. To protect environmental and agricultural resources by protecting, preserving, and enhancing the State's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the State as deserving special protection.
- C. To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
 - i. Uses land efficiently.
 - ii. Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
 - iii. Is located in an area appropriately planned for growth.
 - iv. Is served by adequate transportation and other essential utilities and services.
 - v. Minimizes ongoing costs to taxpayers. (Government code 65041.1(c).)

Stewardship Fund: Funds dedicated solely for the long-term stewardship of conservation easements. These funds are set aside by the easement holder at the recordation of a conservation easement and dedicated to ensure funding for the cost of annual monitoring and evaluation of easement threats.

Subcontractor: An entity contracting with the applicant that will participate in the proposed work program submitted by the applicant. Subcontractors must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the subcontractor. The State pays the lead applicant, who then pays the subcontractor.

Sustainable Communities Strategy (SCS): A plan that coordinates transportation and land use planning as described in the Sustainable Communities and Climate Protection Act of 2008 in order to meet a region's GHG reduction targets. Each Metropolitan Planning Organization (MPO) shall consider the best practically available scientific information regarding resource areas and farmland in the region when compiling their SCS. Each SCS must be reviewed and accepted by CARB.

APPENDIX J –Management Plan Contents

At a minimum the management plan must:

- A. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired. This may include a farm or ranch succession plan.
- B. Include a description of the farm or ranch management system, and, if applicable, irrigation water right volumes needed for the agricultural activity on the property. The management plan may incorporate or refer to information from baseline documentation reports, as appropriate.
- C. Identify required and recommended conservation or management practices that address the purposes and conservation values for which the property was selected, such as those identified in the selection criteria, the eligibility requirements, detailed characteristics of the project, the grant agreement or deed, or other project documents. The management plan may incorporate, or cross-reference practices identified in other plans, such as an organic system plan for organic operations, a comprehensive nutrient management plan for animal feeding operations, or care of historic sites for easements with historical or archeological resources.
- D. Identify additional or specific criteria associated with permissible and prohibited activities consistent with the terms of the deed. For example, if a deed specifies that the location of the building envelope may be adjusted if it does not adversely affect the agricultural resources, the management plan should describe the agricultural resources and how they may be impacted by construction of structures. Not every management plan will need to specify additional or specific criteria for deed terms; whether such criteria are required should be determined by the grantee based on the agricultural resources present on the property and the clarity of the deed restrictions.

The management plan must be approved by the Department and signed by the grantee and landowner prior to the execution of the deed and release of \$10,000 allocated for the management plan. The plan must be developed by a qualified planner or resource conservation district.

The management is a living document that may be updated every 10 years and more frequently as ownership or landowner operations or objectives change and is intended to provide flexibility for management of the land within the purposes of the acquisition the grantee must notify SALC of any changes to the management.

The management plan is considered up-to-date as long as there are no changes to the agricultural operations on the parcel and no changes in