



## Westlands Water District

### Request for Proposal

#### Prepare a Multibenefit Agricultural Land Repurposing Plan for the Westside Subbasin Multibenefit Land Repurposing Program

##### OBJECTIVE AND DESCRIPTION:

Westlands Water District (Westlands) is issuing a Request for Proposal (RFP) to develop a Multibenefit Agricultural Land Repurposing Plan (MALRP) for the Westside Subbasin. The MALRP will be a critical component of Westlands' Westside Subbasin Multibenefit Land Repurposing Program (MLRP) vision to provide guidance on identifying, prioritizing, and implementing the best-suited multibenefit agricultural land repurposing strategies in the best-suited locations; provide a platform for interested parties (landowners, entities, disadvantaged communities) to participate in the strategic planning process of the MLRP; implement projects to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, and climate benefits.

The successful firm will assist Westlands prepare a MALRP in accordance with California Department of Conservation (DOC) requirements for the Project.

**Deadline to submit proposal is Thursday, April 04, 2024 at 5:00 pm.**

##### PROPOSAL CONTENTS:

The proposal should provide adequate detail to indicate how the proposed tasks fulfill the Scope of Work. Westlands' standard Professional Service Agreement is provided as **Appendix A**. Please review to ensure that your firm can meet the terms of the Agreement. The proposal should include the sections detailed below and shall be a maximum of 10 pages\* (page limit does not include cover letter or resumes) and contain the following format:

Sections	Contents
Cover Letter	Transmittal and basis for selection (2 page maximum)
1.	Firm Qualifications, Project Team, and References
2.	Project Understanding, Approach, and Scope of Work
3.	Project Schedule and Deliverables
4.	Staffing Resources by Task and Proposed Fee
5.	Resumes (2 page maximum per person)

\*Excessive or generic company information will not be reviewed or considered in the evaluation and selection process.

#### *Section 1: Firm Qualifications, Project Team, and References*

**Firm Qualifications:** Provide the history, qualifications, examples, and experience of the firm, comparable in scope to this project. Include resources available to support the firm's project team. Identify all staff and any sub-contractors working on this project and their past roles in the example projects and how they will be utilized on this project. For each example, indicate whether your firm was lead or a subcontractor, members of the team that worked on the project, and the year completed.

# Prepare a Multibenefit Agricultural Land Repurposing Plan for the Westside Subbasin Multibenefit Land Repurposing Program

**Project Team:** Include an organization chart for the project team showing the proposed principal in charge, project manager, key project staff, and subcontractors along with their proposed responsibilities. Provide the following information for each project team member: (1) role in project (2) qualification and experience specific to this project (3) statement of availability to fulfill their role in the project. Resumes may be included for the staff shown on the organization chart.

**References:** Provide references and contact information (address, phone number and email address) for each of the projects listed.

## *Section 2: Project Understanding, Approach, and Scope of Work*

**Project Understanding and Approach:** Provide a detailed discussion of the understanding and anticipated approach to develop the MALRP in accordance with DOC requirements for the Project. In this section, the firm should discuss the understanding of the Project, MALRP, Sustainable Groundwater Management Act, projects and management actions within the Westside Subbasin Groundwater Sustainability Plan, Westlands operations, and other factors that are pertinent to the Project. Include in the discussion the deliverables, project milestones, and possible challenges along with potential solutions.

**Scope of Work:** Provide a detailed scope of work that describes the MALRP elements. Each scope of work element is described below.

### MULTIBENEFIT AGRICULTURAL LAND REPURPOSING PLAN OVERVIEW AND ELEMENTS

The MALRP objectives are to identify options to reduce reliance on groundwater while providing regionally appropriate benefits and includes the following components:

- Project selection tool and ranking system
- Project application template and protocols
- Key needs and descriptions of all disadvantaged and severely disadvantaged communities in the Westside Subbasin
- Outreach and communication approach

Elements: Prepare MALRP in accordance with DOC requirements (**Appendix B**), MALRP requirements (**Appendix C**), MALRP review packet (**Appendix D**), and Westside Subbasin Groundwater Sustainability Plan (**Appendix E**)

### DISTRICT SUPPORT

Westlands will provide the following to assist the selected firm:

- Designate staff to act as Westlands' point of contact with respect to the tasks related to this project.
- Perform timely review, comments, directions, or approval of documents submitted by the firm and Project Team.
- Present for consideration by the Westlands Board, Resolution(s) to support DOC requirements, MALRP requirements, MALRP review packet, and Westside Subbasin Groundwater Sustainability Plan.

## Prepare a Multibenefit Agricultural Land Repurposing Plan for the Westside Subbasin Multibenefit Land Repurposing Program

- Upon request and availability, provide readily available data.

### *Section 3: Project Schedule*

Include a preliminary schedule for the completion of the MALRP. The firm shall provide a timeline outlining time required to complete each task. Show critical path elements of the MALRP and discuss any constraints that would affect the MALRP timeline. Assume three weeks for District staff review time of deliverables. Include the submission of deliverables, meetings, and additional milestones needed for completion. Provide a realistic timeline to complete the MALRP. The schedule shall include monthly progress meetings via teleconference and three meetings at Westlands' Fresno Office (kick off meeting, progress meeting, and final MALRP). Assume a start date of Monday, May 06, 2024.

### *Section 4: Staffing Resources by Task and Proposed Fee*

**Staff Time and Fee:** Provide a detailed fee breakdown including the classification of each team member working on each task, billing rate, total hours/days projected for each task, indirect and direct costs, and sub consultant costs plus mark ups. This breakdown shall include fees for each individual task, total amount of labor hours, and total project cost.

## PROPOSAL SUBMISSION AND EVALUATIONS

### *Submission Deadlines*

Submissions for responding to this RFP must be submitted on paper and delivered to our office, as stated below, no later than:

**5:00 pm on Thursday, April 04, 2024**

### *Number of Copies*

Submit one (1) hard copy of the proposal and one (1) pdf electronic file.

### *Delivery or Mail Address*

The delivery address to be used for all submissions is:

**Attn: Shelly Ruiz**  
**[sruiz@wwd.ca.gov](mailto:sruiz@wwd.ca.gov)**  
**Westlands Water District**  
**286 W. Cromwell Ave**  
**Fresno, CA 93711**

### *Submission Questions and Clarifications*

The District is offering a pre-proposal meeting for this project. The pre-proposal meeting is tentatively scheduled for **Wednesday, March 13, 2024 at 3:00 pm**. You may also contact the following person if you have any questions or require clarification on any topics covered in this RFP. Responses to general

# Prepare a Multibenefit Agricultural Land Repurposing Plan for the Westside Subbasin Multibenefit Land Repurposing Program

questions or clarifications on the RFP will be shared with all RFP recipients via email. After **Wednesday, March 20, 2024**, no additional questions will be answered.

Shelly Ruiz

Associate Resources Analyst

Contact Information: 559-241-6228 or [sruiz@wwd.ca.gov](mailto:sruiz@wwd.ca.gov)

## *Proposal Evaluations*

**Proposals received after the deadline of Thursday, April 04, 2024 by 5:00 pm, will not be accepted.**

Successful proposals will be well organized adhering to the primary objectives, tasks, and overall scope of work while providing sufficient and concise detail. The proposal shall be sealed and clearly marked with the firm's name and project description "Multibenefit Agricultural Land Repurposing Plan - Proposal" on the outside envelope.

The proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is valid for 90 days. Westlands reserves the right to reject any or all proposals at its sole discretion. The final award will not necessarily be made to the lowest cost proposal. Other factors will be considered in awarding this project.

Selection will depend on the degree to which the proposal provides the required information. Firm and project team's qualifications, including the firm's team experience and success in implementing projects similar in nature and scope to this project.

Submittals will be evaluated using the following criteria:

- Qualifications and Experience
- Technical Merit
- Project Conceptualization and Rationalization
- Price
- Schedule
- Adheres to project objectives and tasks in a timely matter
- Conveys an understanding of the project
- Ensures experience with similar projects
- Exhibits qualifying project staff

## *Final Selection*

Following the initial review and screening of all proposals submitted by the deadline, District staff may negotiate fees with the highest ranked firm.

## *Cost Incurred*

This RFP does not commit the District to pay for costs incurred by the firm or its staff in the submission of a proposal.

# APPENDIX A

WESTLANDS WATER DISTRICT STANDARD PROFESSIONAL SERVICE AGREEMENT

## ***Westlands Water District***

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into effective Month \_\_\_\_, Year, between Westlands Water District, hereinafter referred to as the “District”, and firm name, hereinafter referred to as “Consultant”, for professional services as set forth herein.

The following Exhibits are incorporated fully into and made a part of the Agreement:

Exhibit A – Scope of Services

Exhibit B – General Terms and Conditions for Professional Services

Exhibit C – Fees, Hourly Rates and Reimbursable Costs/Expenses

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

Consultant shall provide the professional services described in Exhibit A, Scope of Services, and in accordance with Exhibit B, General Terms and Conditions for Professional Services, and Exhibit C, Fees and Charges, all in accordance with all terms of the Agreement and applicable laws and regulations.

The District reserves the right to negotiate, and add or delete items to this Agreement as deemed necessary (“Change(s)”). No Changes or other modifications shall be binding on the District unless set forth in writing signed by the District.

#### **TERM OF AGREEMENT AND PERFORMANCE SCHEDULE**

#### **2. PARTY REPRESENTATIVES AND NOTICES**

Each party’s representative for administration of the Agreement and receipt of notices is designated below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

<u>District</u>	<u>Consultant</u>
Jose Gutierrez	

Westlands Water District 286 W. Cromwell Ave Fresno, CA 93711 JGutierrez@WWD.Ca.Gov 559-241-6215	
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**IN WITNESS WHEREOF**, the Agreement has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. Consultant shall provide documentation that the person signing below for Consultant has the authority to do so and to so bind Consultant to the terms of the Agreement.

<u>District</u>	<u>Consultant</u>
By: _____  Jose Gutierrez Assistant General Manger Westlands Water District	By: _____

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Consultant will provide program and project management services for the \_.

It is anticipated that the program will be delivered in phases as described below. The district will authorize the work in writing by phase.

Insert fees and costs for \*\*

## **EXHIBIT B GENERAL CONDITIONS**

### **ARTICLE 1. BASIC SERVICES OF CONSULTANT**

A. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it will perform its Services with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services. Consultant accepts the relationship of trust and confidence established between District and Consultant by the Agreement.

B. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of the District.

C. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between the District and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to the District for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

### **ARTICLE 2. SCHEDULE**

A. Consultant shall perform in accordance with the time specified in the Agreement.

B. To the extent Consultant is entitled to claim relief from delay or breach under the provisions of this Agreement due to events arising from factors unanticipated at the time of making this Agreement and reasonably outside of the parties' control, which include, but are not limited to, acts of God, pandemic (including COVID-19), insurrection, war, fires, explosions, flooding, or other natural disasters, contamination or hazard, threats or acts of terrorism, embargo, acts or orders of a government agency made in response thereto, including travel restrictions, or applicable laws becoming effective during the Term that render a portion of the Services illegal and/or impossible ("Event of Force Majeure"), Consultant shall to that same extent be entitled to claim an Event of Force Majeure hereunder, when and if applicable. Neither party shall be considered in breach of this Agreement to the extent that the performance of the party's respective obligations (excluding payment obligations) is delayed or rendered impossible by an Event of Force Majeure which arises following the effective date of this Agreement.

### **ARTICLE 3. CONFLICTS OF INTEREST**

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the Services. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services to the District, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the work described in Exhibit A.

Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and the District. Consultant agrees to advise the District of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

#### ARTICLE 4. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of the District. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of the District.

#### ARTICLE 5. NON-DISCRIMINATION

Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940. Without limiting the foregoing in any way, during the performance of the Agreement, Consultant and its sub-Consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-Consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the Agreement by reference and made a part hereof as if set forth in full. Consultant and its sub-Consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### ARTICLE 6. COMPENSATION; TAXES

A. Professional Services: Consultant agrees to perform the Services, and the District agrees to pay Consultant for the Services in accordance with Exhibit C to the Agreement. Notwithstanding any other provision of this Agreement, Services expenses shall not exceed \$ through and \$ for Phase 1 as described in the Scope of Services. [Compensation for subsequent Phases to be negotiated and mutually agreed upon by District and Consultant].

B. Reimbursable Consultant Costs/Expenses: The District recognizes that certain costs and expenses associated with the Services may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are included in Exhibit C. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

Notwithstanding any other provision of this Agreement, costs and expenses shall not exceed \$.00 for Phase 1 and to be mutually agreed upon by the District and Consultant for subsequent phases.

C. Invoicing: Consultant shall submit by electronic mail one (1) invoice monthly to the District, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in Exhibit C. Each invoice shall be submitted to Jose Gutierrez at JGutierrez@WWD.Ca.Gov and Invoices@WWD.Ca.Gov. If applicable, Consultant's invoice also shall include reimbursable costs/expenses incurred for the billing period. As referenced in subsection (B) above, invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices).

D. Payment: Invoices received by the District on or before the 15th day of a given month and subsequently approved by the District will be paid by the District before the end of the following month. All other properly invoice amounts shall be paid not more than sixty (60) days after delivery of an invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: The District may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, the District shall provide written notice describing its dispute to Consultant.

F. Taxes: Any and all taxes imposed or assessed on Consultant's income by reason of the Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of the District.

## ARTICLE 7. DISTRICT'S OBLIGATIONS

The District shall cooperate with Consultant to facilitate the conduct of Consultant's performance of the Services, including for purposes of the exchange of information and consultation. Consultant's primary source of contact with the District shall be the contact designated in the Agreement.

## ARTICLE 8. CONFIDENTIAL INFORMATION

A. Confidential Information shall be (a) any and all information provided by the District (the "Disclosing Party") to Consultant (the "Receiving Party") that is labeled and/or marked confidential, and if disclosed orally, summarized in written format within (30) calendar days of disclosure and identified as "confidential", "trade secret", or "proprietary", and (b) information that is not labeled as "confidential", "trade secret", or "proprietary" but after which the District notifies Consultant as being "confidential", "trade secret", or "proprietary", the District shall retain all ownership rights over its Confidential Information.

B. The Confidential Information will be kept confidential, and will not, without the District's prior written consent, be disclosed by Consultant, in any manner whatsoever, in whole or in part, and shall not be used in any manner directly or indirectly by Consultant, other than in connection with providing services under the Agreement.

C. Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of the Agreement by Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a Member customer contacted by Consultant through the operation of the Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

D. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to the District (or at the District's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

E. The parties acknowledge that District is a public entity and may be the recipient of requests under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and which may have an effect on the records set forth herein or which may be generated under this Agreement. In such an event the parties will cooperate in good faith to facilitate District's compliance therewith.

#### ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work described in Exhibit A, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to the District, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law, with limit of no less than \$1,000,000 per accident for bodily injury or disease;

2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.

3. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under the Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

4. Commercial Automobile Insurance for all owned, non-owned and hired vehicles used by Consultant in the performance of its services under the Agreement with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Professional Liability Insurance, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their

professional responsibilities under the Agreement. Consultant shall provide the District proof of professional liability insurance coverage for two years following final completion of the Agreement.

**B. Additional Terms:**

1. All general liability policies shall name the District, its elected or appointed officers, officials, agents, authorized volunteers and employees as additional insureds (“Additional Insureds”), include a severability of interest provision, and shall provide that such policy is primary and not contributory with any insurance carried by the District or its Members.

2. The insurance to be provided by Consultant under the Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by the District; any endorsement limiting coverage available to the District that is otherwise required by this Article 9; and any policy or endorsement language that (i) negates coverage to the District for the District’s own negligence; (ii) limits the duty to defend the District under the policy; (iii) provides coverage to the District only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under the Agreement shall not contain any restrictions or limitations which are inconsistent with the District’s rights under the Agreement.

3. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by the District, to the District within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days’ prior written notice to the District. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of the District. Consultant shall provide the District with a new or renewed certificate of insurance upon any changes or modifications to coverage, including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the Agreement.

4. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the “Additional Insureds” for losses arising in any manner from the products or work provided or performed by or on behalf of Consultant for the District, but this provision applies regardless of whether or not the District has received the waiver of subrogation.

**ARTICLE 10. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless the District, its officers, directors, agents, representatives and employees (collectively “District”), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys’ fees, expert’s fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of the Agreement by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under the Agreement. Consultant’s duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel

reasonably acceptable to the District for this defense obligation. Consultant shall not be obligated under the Agreement to indemnify the District to the extent that the damage is caused by the active or sole negligence or willful misconduct of the District or its agent or servants other than Consultant.

B. The District shall defend, indemnify, and hold harmless Consultant, its officers, directors, agents, representatives and employees (collectively “Consultant”) from and against any and all claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys’ fees, expert’s fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of the Agreement by the District or anyone acting under its direction or control or on its behalf in the course of its performance under the Agreement other than Consultant. The District’s duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and the District shall employ counsel reasonably acceptable to Consultant for this defense obligation. The District shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of Consultant or its agent or servants.

C. Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of the Agreement by the District and Consultant, the amount of such claim for which the District or Consultant is liable as indemnitor under this Article shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor’s negligence, gross negligence, willful misconduct or breach of any provision of the Agreement bears to, and (ii) the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct or breach of any provision of the Agreement at issue.

D. Consultant and the District each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

E. The acceptance by the District or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive the District of any action, right or remedy otherwise available by law.

F. Except to the extent of any insurance coverage, neither Consultant nor the District shall be responsible to the other for any form of consequential damages, including, but not limited to losses of use, sale, profits, financing, business and reputation, and attorney fees thereon. Nothing in these provisions or in the Agreement shall waive, release or compromise any insurance requirements or coverages required in Article 9.

#### ARTICLE 11. INTELLECTUAL PROPERTY INFRINGEMENT

Consultant shall defend, indemnify and hold the District free and harmless from and against, any loss, cost and expense that the District incurs because of a claim that any deliverables, materials or equipment (hereinafter “Product”) provided pursuant to the Agreement infringes on the intellectual property right of others.

## ARTICLE 12. LIMITATION OF LIABILITY

Except as otherwise set forth in Article 10 of the Agreement, in no event will Consultant be liable to the District for any incidental, indirect, special, consequential or punitive damages or lost profits of the District. The aggregate total liability of Consultant arising from or related to the District's engagement of Consultant shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by the District to Consultant for its services under the Agreement.

## ARTICLE 13. USE AND OWNERSHIP OF WORK PRODUCT

As used in the Agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including data, software code, written procedure, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the services provided under the Agreement. The District shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

## ARTICLE 14. TERMINATION OF AGREEMENT

The Agreement may be terminated by either party upon 30 days' written notice, with or without cause, upon written notification to the other party. Following such termination, the District shall pay Consultant all unpaid sums due for Services and costs/expenses incurred prior to termination, plus reasonable expenses for winding down the Services. Following such payment, the District shall have the right to immediate possession of all documents, files (including electronic files), and other Work Product. No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services and its indemnity obligations. All of such responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

## ARTICLE 15. RECORDS AND AUDIT

The District or the District's authorized representative shall have access, upon reasonable notice and during normal business hours during the term of the Agreement and for a period of two (2) years thereafter, to Consultant's books and records and all other documentation pertaining to Consultant's services under the Agreement for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose. Such access includes the right to make excerpts, transcriptions and photocopies at the District's expense.

## ARTICLE 16. DISPUTE RESOLUTION

Consultant and the District shall attempt to resolve conflicts or disputes that arise under the Agreement or that relate in any way to the Agreement or the subject matter of the Agreement in a fair and reasonable manner. The parties agree to attempt to mediate through a professional mediator any conflicts or disputes not otherwise resolved by the parties, with the costs of mediation shared equally by the parties. If the mediation does not settle the conflict or dispute, the parties may agree in writing to [consult with Legal ]binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction.

Neither party shall commence or pursue arbitration or litigation prior to: (1) the completion of mediation proceedings, and (2) prior to completion of Consultant's Services. In the event of mediation, arbitration or litigation, neither party shall be entitled to the recovery of attorney's fees.

#### ARTICLE 17. ADDITIONAL PROVISIONS

A. Successors and Assigns: The District and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of the District, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of the District.

B. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and all other provisions of the Agreement shall remain in full force and effect and shall not be effected thereby.

C. Waiver of Breach: Failure by one party to notify the other of a breach of any provision of the Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under the Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

D. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between the District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No changes, amendments, alterations or modifications to the Agreement will be effective unless in writing and executed in the same manner as the Agreement.

E. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Headings: The titles of sections of these General Conditions are for convenience only and no presumption or implication of the intent of the parties as to the construction of the Agreement shall be drawn therefrom.

**EXHIBIT C**  
**FEES AND CHARGES**

CLASSIFICATION	RATE

These annual charges are inclusive of all overhead and administrative expenses.

Upon request, \* may provide a cost proposal for additional staff that may be required to support the client. Other costs will be determined throughout the agreement, as requested by upon final scope requirements and approved by the client.

# APPENDIX B

MULTIBENEFIT LAND REPURPOSING GRANT AGREEMENT BETWEEN WESTLANDS AND CALIFORNIA  
DEPARTMENT OF CONSERVATION

State of California - Department of Conservation  
**GRANT AGREEMENT DOC6**  
(Revised 05/23)

GRANT AGREEMENT NUMBER:  
3023-4002  
FI\$Cal NUMBER:

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and Westlands Water District ("Grantee").
2. The Grant Agreement Term is: From 09/22/2023 through March 30, 2027  
(Or upon execution of this Grant Agreement by both parties, whichever is later)
3. The maximum amount of this Grant Agreement is: \$8,890,000
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 Pages	3 Pages
Attachment 1: Authorized Signatory Form	1 Page
Attachment 2: Work Plan	3 Pages
Attachment 3: Final Report	1 Page
Exhibit B, Budget Detail and Payment Provisions	3 Pages
Attachment 4: Budget Detail Worksheet	1 Page
Attachment 5: Invoice	2 Page
Attachment 6: Invoice Dispute Notification Template	1 Page
Exhibit C, General Terms and Conditions	2 Pages
Exhibit D, Special Terms and Conditions	4 Pages
Exhibit E, Award Letter	1 Pages
Exhibit F, Guidelines	51 Pages

IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.

**GRANTEE**

GRANTEE'S NAME: Westlands Water District

BY (Authorized Signature)



DATE SIGNED 10/31/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Allison Febbo, General Manager

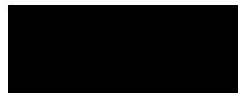
ADDRESS

3130 N. Fresno Street, Fresno, CA 93703-6056

**STATE OF CALIFORNIA**

Agency Name: Department of Conservation

BY (Authorized Signature)



DATE SIGNED 10/31/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Clayton Haas, Assistant Director

ADDRESS

715 P St, Sacramento, CA 95814

**State of California  
Department of Conservation  
Repurposing Program**

**Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002**

**Exhibit A, Scope of Work**

**1. Multibenefit Land Repurposing Grant Program Background**

The Multibenefit Land Repurposing Program seeks to increase regional capacity to prioritize, develop, and implement projects to increase regional capacity to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, and climate benefits. Block grants will be utilized by recipients to support strategic planning and implementation of multi-benefit groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat consistent with the Budget Act of 2022.

The Department of Conservation ("Department") released the Final Multibenefit Land Repurposing Program Grant Solicitation in February 2023 ([Exhibit F](#)) (Solicitation). The "Project" is Grantee's performance of the work set forth in the Solicitation and the Work Plan ([Attachment 2](#)).

The Multibenefit Land Repurposing Program is administered by the Department.

**2. Authorized Signers**

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

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.

**3. Project Representatives**

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

**Department**

Name	Title	Phone Number	Email
Jessica Parrish	Grant Manager*	916-261-4552	Jessica.Parrish@conservation.ca.gov

\* Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the Grant Manager.

**State of California  
Department of Conservation  
Repurposing Program**

**Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002**

**Grantee**

Name	Title	Phone Number	Email
Katarina Campbell	Supervisor of Resources	559-241-6226	kcampbell@wwd.ca.gov
Elizabeth Jonasson	Public Affairs Representative	559-241-6233	ejonasson@wwd.ca.gov
Shelly Ruiz	Associate Resources Analyst	559-241-6228	sruiz@wwd.ca.gov

The Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or the 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.

**4. Grantee Responsibilities**

Grantee is responsible for:

- A. Using grant funds only as intended for the Project, including distributing funds to eligible subgrantees.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Solicitation ([Exhibit F](#)) and Work Plan ([Attachment 2](#)), and in accordance with the Budget Detail Worksheet ([Attachment 4](#)) and the terms and conditions of the Solicitation, unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 9.
- C. Coordinating and facilitating strategic agricultural land repurposing efforts for multiple benefits within the region.
- D. Coordinating activities with the relevant Groundwater Sustainability Agencies to ensure the multi-benefit agricultural land repurposing plan, project planning, project permitting, and implementation projects are consistent with the relevant Groundwater Sustainability Plan(s).
- E. Meeting, at a minimum, the Disadvantaged Community Benefits requirements set forth in the Solicitation.
- F. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- G. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- H. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- I. Complying with all statutes, rules, and regulations applicable to the work and activities funded by this Grant Agreement.
- J. 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](#).

**5. 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

**State of California  
Department of Conservation  
Repurposing Program**

**Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002**

be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

**6. Meetings and Reporting Requirements**

- A. Grantee will participate in an orientation meeting. Attendance at the orientation is mandatory. The Department will notify Grantee of the time and place of the orientation. Grantee may invoice eligible expenses, including travel and lodging, incurred participating in the orientation.
- B. Grantee will provide monthly status updates. Updates will be provided during monthly meetings with Department staff. On a quarterly basis, in lieu of the monthly meeting with Department staff, these updates may be provided in a meeting with Department staff and Agency Advisory group members. Department staff and Grantee will meet and confer on the time, place, manner (i.e., in person, conference call, video conference or other method), attendees, and agenda of the monthly status update.
- C. Grantee will participate in monthly workshops. These workshops will be conducted by the statewide support entity. The time, place, and manner (i.e., in person, conference call, video conference or other method) of these workshops will be determined by the statewide support entity.
- D. Grantee shall identify and track investments in and benefits to disadvantaged communities following the guidance provided in the solicitation for each deliverable. Grantee shall report results and provide a copy of supporting documentation for each deliverable to the Department as deliverables are completed. In addition, Grantee shall report on disadvantaged community benefits as follows:
  - i. Prior to Department approval of the Multi-benefit Agricultural Land Repurposing Plan, Grantee shall provide to the Department written justification and supporting documentation demonstrating how the plan meets the disadvantaged community requirements outlined in the Solicitation.
  - ii. Prior to Department approval of expenditures for project development and implementation, Grantee shall provide to the Department written justification and supporting documentation demonstrating that the Grantee has engaged disadvantaged communities in the project and evaluated whether and how the project will meaningfully benefit the relevant disadvantaged communities following the requirements outlined in the Solicitation.
- E. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:
  - i. 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](#).
  - ii. Use the Final Report Template, which is attached as [Attachment 3](#).
  - iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
  - iv. 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.

State of California  
Department of Conservation  
Repurposing Program

Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002

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: Allison Febbo Title: General Manager

(Type or Print Name)

Signature: [REDACTED] Date: 10/31/2023

Delegated Authorized Signatories:

1. Name: Jose Gutierrez Title: Chief Operating Officer  
(Type or Print Name)

Signature: [REDACTED] Date: 10/12/2023

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

2. Name: Russ Freeman Title: Deputy General Manager of Resources  
(Type or Print Name)

Signature: [REDACTED] Date: 10/12/2023

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

3. Name: Bobbie Ormonde Title: Deputy General Manager Finance & Administration  
(Type or Print Name)

Signature: [REDACTED] Date: 10/27/2023

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

**State of California  
Department of Conservation  
Repurposing Program**

**Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002**

**Attachment 2: Work Plan**

**Vision:** Westlands Water District GSA aims to use this funding to develop a Subbasin-wide multibenefit land repurposing program that:

- 1) provides guidance on identifying, prioritizing, and implementing the best-suited multibenefit agricultural land repurposing strategies in the best-suited locations.
- 2) provides a platform for interested parties (landowners, entities, disadvantaged communities) to participate in the strategic planning process of the Program (e.g., Steering Committee and Outreach Advisory Committee)
- 3) implements projects to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, and climate benefits.



<b>TASK 1 – Land Repurposing Plan</b>	<b>Timeline [Start and End Date]</b>	<b>Deliverables</b>
<p><b>Subtask A:</b> Form a Steering Committee to inform program work. The Steering Committee will be comprised of Westlands GSA representatives, including staff and representatives from the Advisory Committee (AC) and the Technical Advisory Committee (TAC); representatives of each Program Partner; and appropriate sub-consultants and interested parties, including landowners, DAC/SDAC members, and tribes.</p> <p><b>Subtask B:</b> Form Outreach Advisory Committee.</p> <p><b>Subtask C:</b> Through the Outreach Advisory Committee, establish a clear process for engaging communities especially DACs/SDACs, in the development of the Multibenefit Agricultural Land Repurposing Plan:</p> <p><b>C.1:</b> Gather information. Conduct listening sessions and interviews with community members and groups to gain an understanding</p>		<p>1a. Finalized Steering Committee members</p> <p>1b. Finalized Outreach and Advisory Committee members</p> <p>1c. Outreach and communications approach for engaging communities determined</p>
<p>of their familiarity with groundwater issues and land use repurposing opportunities.</p> <p><b>C.2:</b> Synthesize the information gathered to develop project materials, activities, and events that will enable community members and groups to participate and contribute meaningfully during planning and implementation.</p> <p><b>C.3:</b> Carry out the community outreach and engagement plan and adjust event designs and materials based on community member input.</p> <p><b>Subtask D:</b> Develop Multibenefit Agricultural Land Repurposing Plan that identifies options to reduce reliance on groundwater while providing regionally appropriate benefits and includes the following components: 1) project selection tool and ranking system, 2) project application template and protocols, 3) key needs and descriptions of all DACs/SDACs in subbasin, and 4) outreach and communication approach</p>		<p>1d. Multibenefit Agricultural Land Repurposing Plan</p>
<b>TASK 2 – Project Development and Permitting</b>		
<p><b>Subtask A:</b> Solicit applications and use selection tool developed in Task 1 to prioritize projects.</p> <p><b>Subtask B:</b> Finalize project selections. Enter into agreements with landowners.</p> <p><b>Subtask C:</b> Conduct public outreach.</p> <p><b>C.1:</b> Distribute meeting invites</p>		<p>2a. List of selected projects</p> <p>2b. Completed agreements as needed. Completed project designs for selected lands.</p>

**State of California  
Department of Conservation  
Repurposing Program**

**Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002**

<p><b>C.2:</b> Conduct hands-on workshops, as needed</p> <p><b>C.3:</b> Widely distribute informational materials in multiple languages</p> <p><b>Subtask D:</b> Develop and design projects.</p> <p><b>Subtask E:</b> Conduct California Environmental Quality Act (CEQA) reviews and obtain permits for selected projects.</p> <p><b>Subtask F:</b> Develop incentive payments, easements, and/or contracts to facilitate multibenefit land repurposing project implementation.</p>	<p>2c. Report on public outreach engagement and feedback.</p> <p>2d. Progress reports on development and designs of projects.</p> <p>2e. Completed CEQA reviews/reports and permits.</p> <p>2f. Progress reports</p>
<b>TASK 3 – Project Implementation</b>	
<p><b>Subtask A:</b> Implement projects convert land to a use with a substantially lower water demand.</p> <p><b>Subtask B:</b> Obtain easements over repurposed lands to ensure longevity of benefits and for monitoring.</p>	<p>3a. Completion of funded projects.</p> <p>3b. Proof of easements granted.</p>
<b>TASK 4 – Partner/Collaborator Capacity</b>	
<p><b>Subtask A:</b> Provide compensation to Partners and Collaborators to complete the work outlined in this grant agreement as delegated, including project management and support, public outreach and education, technical support, and training.</p>	<p>4a. Progress reports; invoices</p>
<b>TASK 5 – Outreach, Education, Training</b>	
<p><b>Subtask A:</b> Conduct outreach and provide educational opportunities to a broad and diverse range of communities to develop a comprehensive understanding of and support for the Program.</p> <p><b>Subtask B:</b> The Outreach Advisory Committee will host:</p> <ul style="list-style-type: none"> <li>- engagement events and activities.</li> <li>- Workshops and meetings: in-person and virtual.</li> <li>- Focus groups</li> <li>- education-driven mini-workshops</li> <li>- popup booths at local festivities and growers' markets</li> <li>- walking tours, field trips, and site visits</li> <li>- online or paper surveys.</li> </ul> <p><b>Subtask C:</b> Provide training opportunities for displaced farmworkers impacted by land repurposing activities.</p>	<p>5a. Progress reports</p> <p>5b. Documentation of interpretation services, meeting times, translated materials, radio announcements, mailings, print advertising etc. that allow for broad participation by community members, and meeting locations conducive to participation by traditionally underserved and disadvantaged community members.</p> <p>5c. Progress reports on types of trainings and successes.</p>
<b>TASK 6 – Monitoring</b>	
<p><b>Subtask A:</b> Monitor projects and quantify project benefits by measuring water usage; groundwater savings, elevations, and quality; and land surface elevations. Estimate volume of water recharged and recovered.</p> <p><b>Subtask B:</b> If goals are not met, evaluate how to make changes to achieve goals.</p>	<p>6a&amp;b. Monitoring/project effectiveness reports and recommendation for changes if applicable.</p>
<b>TASK 7 – General Grant Management and Reporting</b>	
<p><b>Subtask A:</b> General Grant Management</p> <p><b>Subtask B:</b> Reporting</p>	<p>7a. Staff costs - invoices</p> <p>7b. Reporting; invoices</p>

State of California  
Department of Conservation  
Repurposing Program

Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002

OTHER EXPENSES		
Travel		
ADMINISTRATIVE COSTS		
Administrative Costs (not to exceed 20% of grant)		

**State of California  
Department of Conservation  
Repurposing Program**

**Grant Agreement Multibenefit Land  
Westlands Water District, 3023-4002**

**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](#)), 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, including plans, photos, news articles, fliers, etc. If the documents cannot be sent electronically, notify the Grant Manager.
6. Equipment Inventory Record: Grantee must submit an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using the template provided by DOC.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

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

**1. Payment**

- A. Payment will be on a reimbursement basis for actual costs and expenses incurred.
- B. Advances may be permitted under this Grant Agreement at the Department's discretion. The Department may distribute up to 25% of the grant amount at a time in anticipation of the work to be performed in advance of actual expenditures. Approval of an advance does not require the Department to approve future requests for an advance. If the Department does not approve a request for an advance, Grantee will submit invoices monthly in arrears unless a subsequent request for advance payment is made and approved.
- C. Except for permitted advances, invoices will be submitted monthly in arrears.
- D. Both invoices for advance payment and incurred expenses in arrears require submittal of an itemized invoice and supporting documentation. Supporting documentation for advance funds include cost estimates for performance of specified tasks within the Work Plan.
- E. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- F. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- G. 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.
- H. 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:
  - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
  - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
  - iii. Supporting documentation for reimbursement of funds (e.g., timesheets, activity logs, subcontractor invoices, cancelled checks).
- D. If Grantee receives advanced funds, it will report quarterly:
  - i. Eligible costs incurred and paid from advance funds and include supporting documentation (e.g., timesheets, activity logs, subcontractor invoices, cancelled checks). Each cost must correspond to a category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
  - ii. Certification that the expenditures were for actual expenses for the tasks performed under the Grant Agreement.
  - iii. Remaining total of advance funds on hand.
- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

### **3. Invoice Dispute**

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

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

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

### **5. Cost Principles**

- A. All costs to be reimbursed must be consistent with the Solicitation ([Exhibit F](#)).
- B. All costs to be reimbursed must be reasonable, as defined in the Solicitation ([Exhibit F](#)).
- C. The Department will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)). Any costs incurred outside of the Grant Agreement term are not eligible for reimbursement.
- D. Grantee shall place advance funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on advances must be used solely on the Project. Unless spent on approved costs, the grant amount will be reduced by the amount of the interest earned. Unused advances will be returned to the Department within 30 days of completion of the Project or termination of the agreement.

### **6. Travel Reimbursement**

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

- A. The Department will only reimburse for actual expenditures incurred for in-state travel, as specified in the Solicitation ([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. Equipment**

The Grantee, Partner, or Subcontractor, as applicable and with concurrence of the Department, must be the sole owner on title for any equipment purchased with funds that are reimbursable as a direct cost of the Project, as determined by the Department. During the Project, equipment must be dedicated to the described use in the same proportion and scope as in this Grant Agreement, unless the Department authorizes otherwise following the amendment process, specified in [Exhibit B, Section 9](#).

On termination of the Grant Agreement, the Department will either require that the equipment be returned or

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

authorize the continued use of such equipment at the Project Area. In making that determination, the Department will consider the useful life of the equipment, and the Grantee may be required to refund the Department for the fair market value of equipment that continues to have a usable life, but is no longer required for Project implementation.

For any vehicles that were approved as equipment purchases, the vehicles acquired – including cars, trucks, vans – must be maintained in a state of good repair and dedicated to the described use during the grant term and to public use for their full useful life.

Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of a Grant Agreement. Grantee must submit an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using a template provided by the Department.

## **8. 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 9](#).

## **9. 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 2](#).
  - ii. Changes to project representatives, see [Exhibit A, Section 3](#).
  - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see [Exhibit B, Section 8](#).
- 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.

State of California  
Department of Conservation  
Multibenefit Land Repurposing Program

Grant Agreement  
Westlands Water District, 3023-4002

Attachment 4, Budget Detail Worksheet  
Total Budget Allocation

<b>Budget Detail Worksheet</b>					
<b>Grantee Name: Westlands Water District GSA</b>		<b>Grant #:</b>	3023-4002		
Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimbursement Request	Grantee Match	Grand Total
<b>Task 1: Agricultural Land Repurposing Plan</b>					
			\$ 200,000	\$ -	\$ 200,000
<b>Task 2: Project Development and Permitting</b>					
			\$ 500,000	\$ -	\$ 500,000
<b>Task 3: Project Implementation</b>					
			\$ 7,383,500	\$ -	\$ 7,383,500
<b>Task 4: Partner/Collaborator Capacity</b>					
			\$ 495,000	\$ -	\$ 495,000
<b>Task 5: Outreach, Education, Training</b>					
			\$ 50,000	\$ -	\$ 50,000
<b>Task 6: Monitoring</b>					
			\$ 200,000	\$ -	\$ 200,000
<b>Task 7: General Program Management and Reporting</b>					
			\$ 30,000	\$ -	\$ 30,000
<b>Other Expenses</b>					
Travel			\$ 1,500		\$ 1,500
Administrative Costs (not to exceed 20% of the grant)			\$ 30,000	\$ -	\$ 30,000
					\$ 31,500
<b>Grand Total</b>			<b>\$ 8,890,000</b>	<b>\$ -</b>	<b>\$ 8,890,000</b>
<b>TABLE 2: RATES DETAIL</b>					
Title	Rate (\$/hour)	Notes			
<b>Staff Rates</b>		**Hours will vary by position. Amount for reimbursement not to exceed amount stipulated and allocated by workplan phases.			
Chief Operating Officer	\$216.50				
Public Affairs Representative	\$121.80				
Deputy General Manager of Resources	\$185.90				
Supervisor of Resources	\$137.00				
Supervisor of Field Engineering	\$136.70				
Electrical	\$78.80				
Resources Engineer	\$81.00				
Associate Resources Analyst	\$69.30				
Field Engineer	\$81.00				
Supervisor of Operations	\$97.60				
Supervisor of Electrical Maintenance	\$103.30				
<b>Consultant</b>		*Total amount not to exceed that which is listed in this budget component of the grant agreement.			

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**Attachment 5, Invoice**

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

Email required invoice documents to: Grant Manager  
dlrpinvoices@conservation.ca.gov

Invoice Number:	
Grantee Name:	Grant Number:
Project Name:	
Invoice Period:	(Start Date) (End Date)

Cost Category	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6	Task #7	Other Expenses	Total
Staff									
Contractors									
Sub-grantees									
Equipment, Materials, Permits									
Travel									
Administrative Costs (not to exceed 20%)									
Current Total									
Cumulative Total									
Allocated Total									

**State of California**  
**Department of Conservation**  
**Multibenefit Land Repurposing Program**

**Grant Agreement**  
**Westlands Water District, 3023-4002**

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

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed
1			
2			
3			
4			
5			
6			

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

Print Name:	Print Title:
Signature:	Date:

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**Attachment 6, Invoice Dispute Notification**

**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:**

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

Comments:

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

NAME

DATE OF CONVERSATION

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

NAME

TELEPHONE NUMBER (include Area Code)

**RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED  
INVOICE TO:**

**STATE OF CALIFORNIA USE ONLY**

DATE DISPUTE RESOLVED

INITIALS

RESOLUTION

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**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 [Exhibit B, Section 9](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

**3. Assignment**

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

**4. Records Retention**

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

**5. Audit**

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

**6. Indemnification**

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

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**7. Disputes**

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

**8. Independent Grantee**

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

**9. Non-Discrimination Clause**

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

**10. Timeliness**

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

**11. Governing Law**

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

**12. Unenforceable Provision**

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

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**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 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 Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**3. No Third-Party Beneficiaries**

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

**4. Project Monitoring and Oversight**

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

**5. Dispute Resolution**

**A. Invoice Disputes**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by 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.

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

- 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  
dlrpinvoices@conservation.ca.gov

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:

- 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 the 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 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

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:

- i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
- ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- iii. Motor vehicle liability with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
  - 7 or fewer passengers: \$1,000,000
  - 8-15 passengers: \$1,500,000
  - 16+ passengers: \$5,000,000
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. 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 the 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."

**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.

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**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.).

**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.

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**Exhibit E, Award Letter**

DocuSign Envelope ID: 8FF700AC-CF7D-4A0A-9659-B80858268EC0



Gov. Gavin Newsom, Governor  
David Shabazzian, Director

June 12, 2023

Kiti Campbell  
Westlands Water District Groundwater Sustainability Agency

Via Email to: [kcampbell@wwd.ca.gov](mailto:kcampbell@wwd.ca.gov)

Re: Multibenefit Land Repurposing Program Grant Solicitation – Regional Block Grants

Dear Kiti:

Thank you for your application in response to the Department of Conservation's Round 2 Multibenefit Land Repurposing Program regional block grant solicitation. We were pleased to receive numerous strong proposals totaling over \$84.6 million in requests and demonstrating a commitment to repurposing agricultural lands to support groundwater sustainability and provide multiple benefits.

It is my pleasure to inform you that your proposal has been awarded \$8.89 million in funding through this solicitation.

Department of Conservation staff will work with you to complete the draft grant agreement that was included in the solicitation. If your budget, work plan, or any other aspect of your proposal requires revision, staff will work with you to update these elements of your proposal prior to preparing the grant agreement. The grant agreement must be fully executed before expenses can be incurred.

Please contact Jessica Parrish, Grant Manager for this project, at [Jessica.Parrish@conservation.ca.gov](mailto:Jessica.Parrish@conservation.ca.gov) or (916) 261-4552 should you have any questions. We look forward to working with you and wish you success in implementing your work plan.

Please contact Jessica Parrish, Grant Manager for this project, at [Jessica.Parrish@conservation.ca.gov](mailto:Jessica.Parrish@conservation.ca.gov) or (916) 261-4552 should you have any questions. We look forward to working with you and wish you success in implementing your work plan.

Sincerely,

Keali'i Bright  
Director, Division of Land Resource Protection

State of California Natural Resources Agency | Department of Conservation  
715 P Street, MS 1904, Sacramento, CA 95814  
[conservation.ca.gov](http://conservation.ca.gov) | T: (916) 324-0850 | F: (916) 327-3430

**State of California  
Department of Conservation  
Multibenefit Land Repurposing Program**

**Grant Agreement  
Westlands Water District, 3023-4002**

**Exhibit F, Guidelines**

**California Department of Conservation  
Solicitation Notice and Application for:**

**Multibenefit Land Repurposing Program**

**FINAL  
January 31, 2022**



California  
**Department of  
Conservation**

## At A Glance

### Program

The Multibenefit Land Repurposing Program seeks to increase regional capacity to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, and climate benefits.

### Funding Source

This program is funded by the Public Resources Trailer Bill (AB 211, Ch. 574, Statutes of 2022)

### Critical Dates (proposed, subject to change)

Public Comment Period Closes—December 30, 2022

Solicitation Notice and Application released— January 24, 2023

Applications due— March 29, 2023

Awards Announced— June 1, 2023

### Contact for Questions

Department of Conservation

Division of Land Resource Protection

Shanna Atherton-Bauer, Land Conservation Programs Manager

[mlrp@conservation.ca.gov](mailto:mlrp@conservation.ca.gov)

(916) 858-9724

## Table of Contents

<b>Section 1: Introduction and Program Summary .....</b>	<b>1</b>
Background .....	1
Multi-Agency Implementation .....	1
Vision.....	1
Program Authorization and Funding .....	2
Goals.....	2
Disadvantaged Communities .....	3
<b>Section 2: Regional Block Grants .....</b>	<b>4</b>
Eligible Applicants .....	4
Partnering and Collaboration .....	4
Eligible Groundwater Basins.....	4
Regional Block Grant Deliverables.....	5
Optional Activities .....	11
Eligibility Criteria .....	11
Selection Criteria .....	12
Application Review and Award.....	13
Program Participation .....	14
<b>Section 3: Funding for Tribes .....</b>	<b>16</b>
Eligible Applicants .....	16
Maximum Grant Award .....	16
Solicitation Period .....	16
Project Types .....	16
Eligibility Criteria .....	17
Application Review and Project Selection.....	18
Limited Waivers of Sovereign Immunity .....	19
<b>Section 4: Eligible Costs .....</b>	<b>20</b>
Reasonable .....	20
Direct Costs .....	20
Indirect costs.....	21
Project development costs and permitting fees .....	21
Project implementation costs.....	21
Outreach, Education, and Training .....	22
Monitoring .....	22
Research .....	22
Ineligible Costs .....	22
<b>Section 5: Grant Implementation .....</b>	<b>23</b>
Grant Agreements.....	23
Responsibility of the Block Grant Recipient .....	23
Invoicing and Reporting .....	24
State Audits .....	25
Accounting Requirements.....	25

<b>Section 6: General Requirements .....</b>	<b>26</b>
Confidentiality.....	26
Conflict of Interest .....	26
Compliance with Laws.....	26
Environmental Compliance.....	26
<b>Appendix A: Map of SGMA Priority Basins.....</b>	<b>28</b>
<b>Appendix B: Regional Block Grant Application.....</b>	<b>29</b>
<b>Appendix C: Tribal Project Grant Application.....</b>	<b>36</b>
<b>Appendix D: Best Practices for Disadvantaged Community Engagement .....</b>	<b>45</b>

## Section 1: Introduction and Program Summary

### Background

Implementation of the Sustainable Groundwater Management Act ("SGMA") necessitates coordinated management of landscapes to minimize economic, social, and environmental impacts from the transition of agricultural lands in areas of groundwater overdraft to less water intensive land uses while providing benefits to local and regional communities. The Multibenefit Land Repurposing Program seeks to increase regional capacity to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits.

### Multi-Agency Implementation

The Multibenefit Land Repurposing Program will be led by the Department of Conservation ("Department") and implemented in close partnership with multiple state and federal agencies. This partnership will help the Department structure the program so that it can efficiently respond to specific regional needs related to SGMA implementation and land repurposing, as well as provide support to grantees throughout program implementation.

An Agency Advisory Group comprised of representatives from state and federal agencies will provide ongoing guidance to the program and coordinate the alignment of technical and other grant program resources to support the goals of the program. While the Advisory Group will have an adaptive membership model, the initial participants include:

- CA Department of Conservation
- CA Department of Water Resources
- CA Department of Food and Agriculture
- CA Department of Fish and Wildlife
- CA State Water Resources Control Board
- CA Wildlife Conservation Board
- Governor's Office of Business Development
- CA Strategic Growth Council
- US Natural Resources Conservation Service
- US Fish and Wildlife Service.

The Agency Advisory Group will directly consult with non-member agencies, including regulatory agencies, on an as-needed basis to inform the program.

### Vision

This program is part of a suite of complementary programs administered by the Department of Conservation Division of Land Resource Protection's Conservation Unit. These programs protect, restore, and enhance natural and working lands through capacity building, land-use and project planning, and implementation funding. The programs operated by the Conservation Unit include:

- Agricultural Land Mitigation Program
- California Farmland Conservancy Program
- Sustainable Agricultural Lands Conservation Program
- Working Lands and Riparian Corridors Program

These programs address the land element of the Department of Conservation's mission, which is to balance today's needs with tomorrow's obligations by fostering the wise use and conservation of energy, land, and mineral resources.

## Program Authorization and Funding

This program is funded by the Public Resources Trailer Bill (AB 211, Ch. 574, Stat. of 2022), which appropriated \$40 million to the Department to fund groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat.

Grants up to \$8.89 million each will be awarded as block grants to regional or basin-scale organizations to develop and implement land repurposing programs. Block grant recipients will then award subgrants and contract to achieve the program deliverables. The Department reserves the right to increase grant awards above \$8.89 million as funding allows.

\$500,000 will be awarded to the statewide support entity to ensure provision of statewide technical assistance to Round 2 grantees and continued facilitation of communication and collaboration necessary to meet the purposes of the program. The Department reserves the right to increase the statewide support entity grant award as funding and the Department's need allows.

Up to \$2.44 million in grants, comprised of \$1.94 million from the current grant solicitation and \$500,000 from the remaining funding from the Budget Act of 2021 (SB 170, Ch. 240, Stat. 2021), will be awarded to federally recognized and non-federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission to plan for, develop, and implement multibenefit land repurposing projects within the eligible groundwater basins identified in Section 2. This funding may also be used to increase regional block grant awards where the block grant recipient partners or collaborates with a tribe to plan for, develop, and/or implement multibenefit land repurposing projects. The Department reserves the right to increase awards above \$2.5 million as funding allows.

Up to 5% of the funds available under this program may be used by Department of Conservation to administer the program.

## Goals

The primary goals of the Program are to:

- Support coordinated, regional and basin-scale efforts to achieve groundwater sustainability in critically overdrafted basins and in high and medium priority basins where a state emergency drought declaration has been declared
- Support long-term repurposing of lands least viable for agriculture and multibenefit opportunities that convert land to less intensive water uses while maintaining natural and working lands
- Provide short- and medium-term drought relief
- Support regional efforts to sustain land-based economies that are impacted by groundwater sustainability measures
- Reduce groundwater use
- Create or restore wildlife habitat and wildlife connectivity, including seasonal wetland habitat to replenish aquifers

- Improve groundwater supply, including through groundwater recharge, improved baseflows in rivers and streams, and groundwater supply improvement for fish and wildlife habitat
- Support nature-based solutions to reduce the impacts of hazards on lives, property, and the economy from overdrafted groundwater basins
- Provide benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
- Foster partnerships and collaboration among diverse entities to enable regional scale leadership to meet this program's goals
- Develop scalable, transferable land repurposing models
- Support farmer, rancher, and farm worker leadership in multibenefit land repurposing strategies and project implementation
- Provide flexible and efficient program administration so that grantees can lead expeditious and adaptive programs to meet their needs.

### **Disadvantaged Communities**

The Public Resources Trailer Bill of 2022 requires that the Department prioritize the achievement of disadvantaged community benefits when implementing this program. For the purposes of this program, a disadvantaged community is defined as a) a community with a median household income less than 80 percent of the statewide average, or b) a community where the lands are under the control of a federally recognized Tribe. This may include providing access to nature, protection of community air quality, improved drinking water supplies, and creation of recreational spaces and community-agriculture buffer zones.

## Section 2: Regional Block Grants

### Eligible Applicants

Eligible regional block grant applicants are: (1) Groundwater Sustainability Agencies ("GSAs"), (2) federally recognized California Native American tribes, (3) non-federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission; (4) public agencies; (5) nonprofit groups with 501(c) status; and (7) Watermasters implementing an approved groundwater sustainability plan or approved alternative to a groundwater sustainability plan.

Eligible applicants that are not Groundwater Sustainability Agencies or tribes must partner with at least one Groundwater Sustainability Agency to submit an application. The application must include a resolution or letter from the Groundwater Sustainability Agency(ies) stating their support for the project, and how the Groundwater Sustainability Agency will be involved in the applicant's work.

Eligible applicants must also be either: 1) locally-based, which is defined as an entity that maintains a local office and focuses on issues within or proximal to the region or basin that is the focus of the application; or 2) non-local, where there are strong local partnerships between the applicant, the local GSA(s), and other important stakeholders.

### Partnering and Collaboration

This grant program requires partnering and collaboration among stakeholders within regions or basins. Proposals should demonstrate multiple, committed partnerships and extensive collaboration with other agencies, organizations, entities, and individuals with interests in their proposal area.

Partnering is defined as commitments by other organizations, government agencies, private citizens or volunteer groups to provide funds or in-kind services. Partners will be eligible to receive program dollars to support their participation in work toward the program deliverables. Partnerships must be initially evidenced by letters of commitment that explain the relationship between the partner and block grant recipient and outline the partner's contributions to the program. As land repurposing projects progress toward implementation, the Department will require partners to enter into memoranda of understanding with the block grant recipients to formalize roles.

Collaboration is defined as working with other organizations, government agencies, groups, and individuals to ensure that all entities work in agreement and are non-duplicative of each other's activities, and to ensure that diverse interests are meaningfully incorporated into the block grant recipient's work. Collaboration may be evidenced by letters of support, signed agreements, board resolutions, or other signed documents.

### Eligible Groundwater Basins

Eligible proposals are those that address a project area as defined by the applicant and comprised of one or more SGMA critically overdrafted basins managed under an approved groundwater sustainability plan or alternative to a groundwater sustainability plan, one or more high- or medium-priority groundwater basins where a state emergency drought declaration has been declared, or a combination of the two (collectively, eligible groundwater basins). High and medium priority groundwater basins under an emergency

drought declaration will still be considered eligible for funding if that drought declaration is lifted on or after the application deadline. A map of eligible basins is provided in Appendix A.

### **Regional Block Grant Deliverables**

Regional block grant recipients must include each the following activities in their scope of work:

1. Develop a **Multibenefit Agricultural Land Repurposing Plan** to reduce reliance on groundwater while providing regionally appropriate benefits, including community health, economic wellbeing, water supply, flood resilience, habitat, renewable energy, and climate benefits;
2. Complete **project development and permitting** to generate implementation-ready projects to repurpose agricultural lands for funding consideration;
3. Implement **land repurposing projects** that achieve multiple benefits;
4. Support **capacity needs of partners** to achieve the deliverables of the grant;
5. Conduct **outreach, education, and training** as needed to facilitate and build capacity to implement the above activities; and
6. Conduct **monitoring** to ensure defined conservation outcomes from projects have been achieved and maintained for the agreed upon duration the benefit.

The majority of each block grant recipient's budget should go toward project implementation. Block grant recipients may conduct work toward each deliverable in parallel or sequentially as is appropriate for their region and the successful implementation of their grant.

### *Multibenefit Agricultural Land Repurposing Plans*

Each block grant recipient must use a portion of this funding to develop a Multibenefit Agricultural Land Repurposing Plan that identifies and prioritizes land repurposing strategies and projects to address groundwater sustainability within their region. Plans must be consistent with the relevant Groundwater Sustainability Plan(s) for the region and prioritize projects that provide meaningful benefits to disadvantaged communities and socially disadvantaged farmers and ranchers.

Desired outcomes from the Plan's development and implementation include:

- Identification and prioritization of agricultural land repurposing strategies and projects that can be implemented at scale within their region
- A quantifiable estimate of project benefits, such as reduction in groundwater demand, quantity of recharge, stream flow improvement, or habitat acreage/quantity
- Protection of long-term viability of agricultural economies through support for agricultural systems with flexible water demand and sustainable groundwater management
- Attainment of strong regional support for the Multibenefit Agricultural Land Repurposing Plan and identified projects through broad inclusion of stakeholders and partners

- Development and management of a broad collaborative structure and effective networks of partners and collaborators
- Coordination of agricultural land repurposing efforts across land ownerships
- Resource and habitat connectivity
- Identification of habitat restoration opportunities that are located adjacent to land with high habitat value and provide habitat for endangered plant or animal species
- Identification of adaptive management strategies to avoid adverse impacts on neighboring properties of repurposed lands
- Economic development planning to support regional land-based economies through sustainable groundwater management implementation
- Identification of strategies to address cumulative and economic impacts of land repurposing on farmworker jobs
- Durable, long-term benefits that meet the program goals
- Short- and medium-term emergency groundwater demand reduction to address environmental or public health needs caused by drought
- Benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
- Tribes' ownership, co-ownership, co-management of, and access to the land
- Support for local jobs, local communities, small businesses, and local economies.

Desired outcomes from the priority projects identified in each Plan should be consistent with the outcomes listed for Land Repurposing Projects below.

Each Plan must:

- be developed in coordination with the applicable groundwater sustainability agency, farmers and ranchers, local/state/federal agencies, local disadvantaged communities, tribes, non-governmental organizations, and environmental justice organizations
- be consistent with the applicable Groundwater Sustainability Plan
- Include a description of all disadvantaged communities in the region and the extent to which the program will benefit those communities
- Identify a clear process for engaging disadvantaged communities in project development and implementation.

Block grant recipients should ensure that their plan is consistent with the best available state, regional, and local data (water, climate, habitat, etc).

Block grant recipients will lead the development of the Plan for their region, partnering directly with organizations in their region through sub-contracts or other agreements as needed throughout the process.

Block grant recipients and partnering entities will work in coordination with the Department, the Agency Advisory Group, and the statewide support entity to ensure that the Multibenefit

Agricultural Land Repurposing Plan is consistent with the program's goals and desired outcomes for plans.

If a comprehensive multibenefit agricultural land repurposing plan already exists for the region and substantially meets the requirements above, that plan may be used in lieu of development of a new plan, at the discretion of the Department. Block grant recipients may also incorporate relevant portions of existing plans into their Multibenefit Agricultural Land Repurposing Plan as applicable.

#### *Land Repurposing Project Development and Permitting*

Block grant recipients must use a portion of this funding to support preliminary project development and permitting activities for the priority projects identified in their Plan or previously contemplated projects that were identified prior to development of the Plan and already have regional support. Developing and completing permitting for these projects should ensure that projects are ready to receive implementation funding from state and non-state programs. These projects should contribute to the desired outcomes identified for land repurposing projects.

To ensure that disadvantaged communities are engaged in and meaningfully benefit from projects developed using this funding, as part of a project's development, block grant recipients must:

- Identify and describe the disadvantaged communities near the proposed project
- Describe to what extent each disadvantaged community near the proposed project will benefit from the project or, if no benefit is provided to a particular disadvantaged community, provide justification why
- Describe the process by which the block grant recipient will engage with the relevant disadvantaged communities in the project's development and implementation
- Engage the relevant disadvantaged communities in the project's development

Project development and permitting may occur in parallel with the development of the Plan pursuant to consultation with the Department.

Desired outcomes for project development and permitting include:

- Completed project design and permitting
- Established non-state partnerships, support, and funding, as well as broad partnerships with regional stakeholders
- Completed memorandums of understanding with project partners to implement projects
- Developed pipeline of multiple years of implementation-ready projects that meet the goals of the Plan available for funding consideration
- Integrated benefits to disadvantaged communities and tribes

#### *Land Repurposing Project Implementation*

Block grant recipients must use a majority of their grant to implement multibenefit agricultural land repurposing projects that achieve the goals of the program. Projects must result in

multiple benefits lasting at least 10 years, unless they are directly responding to a state emergency drought declaration, in which case, benefits must be reasonably durable.

Block grant recipients must prioritize projects that:

- Meaningfully benefit disadvantaged communities
- Are conducted on lands that are least viable for irrigated agriculture
- Contribute to resource connectivity (e.g., connectivity of habitat, agricultural landscapes, renewable energy centers, etc.)

Multibenefit projects are those that provide both groundwater sustainability benefits as well as at least one other community health, economic wellbeing, habitat, flood, renewable energy, or climate benefit.

Block grant recipients should identify regionally appropriate project opportunities throughout the grant period.

Block grant recipients will work with the statewide support entity to identify performance measures to assess desired outcomes of projects.

Block grant recipients should propose the most effective means to implement projects to meet their goals. This may include subcontracting with conservation partner organizations, paying farmers and ranchers to lead implementation, working with academic institutions, or other options as appropriate.

The program encourages early action on funding-ready implementation projects while supporting thoughtful development of project priorities through the Multibenefit Agricultural Land Repurposing Plan. Land repurposing projects funded by this program must be consistent with the Groundwater Sustainability Plan for the area and may either be identified through the Multibenefit Agricultural Land Repurposing Plan or pre-identified, shovel-ready projects that meet program requirements and maximize the project outcomes outlined below.

Examples of strategies and projects that may be funded include:

- Rewilding landscapes, including through creation or restoration of habitat such as pollinator habitat, wetland habitat, upland habitat, and riparian habitat
- Creation of multibenefit recharge areas
- Restoring floodplains
- Transitioning irrigated land to dryland farming or non-irrigated rangeland
- Transitioning to less water intensive crops, including for native seed production
- Planting cover crops or conservation cover
- Reestablishment of tribal land uses
- Implementation of tribal cultural practices
- Facilitation of renewable energy projects that have an overall net GHG reduction
- Creation of parks or community recreation areas
- Incentive payments to landowners, farmers, and ranchers to implement multibenefit land repurposing projects that create a public benefit for at least ten years
- Land acquisitions to facilitate land repurposing and protect repurposed land uses
- Voluntary land transfers to tribes or qualified public entities to facilitate land repurposing and protect repurposed land uses

- Easement acquisitions, including conservation easement and flood easement acquisitions, to facilitate land repurposing and protect repurposed land uses

The block grant recipient will work with the Department to develop reasonable incentive payments to landowners, farmers, and ranchers to implement multibenefit land repurposing projects.

Land acquisitions, land transfers, and easement acquisitions must occur in conjunction with at least one non-acquisition land repurposing strategy or project type on the acquired land.

Desired outcomes for land repurposing projects include:

- Reduced groundwater use
- Increased groundwater recharge
- Improved baseflows in rivers and streams
- Transition of land to less water intensive, regenerative uses while maintaining natural and working lands
- Creation and/or restoration of wildlife and pollinator habitat and/or migratory resources
- Protection of cultural resources
- Improved water quality
- Increased access to nature
- Land use agreements to accomplish prioritized opportunities
- Quantified achievement of multiple benefits of the program
- Incorporated participation from multiple partners, collaborators, and funding sources
- Replicability and scalability
- Integrated benefits to disadvantaged communities and tribes
- Increased community outreach, involvement, and education
- Increased regional workforce development opportunities and support of local business
- Diversified economic opportunities.

Funding for project implementation will only be released upon Department review of individual projects and confirmation that said projects are consistent with the goals of the program.

On a case-by-case basis, the Department may approve use of funds to implement projects outside of an eligible groundwater basin if that project can be shown to:

- 1) Reduce groundwater use in an eligible groundwater basin interconnected with surface water,
- 2) Improve groundwater supply in an eligible groundwater basin interconnected with surface water , or
- 3) Improve baseflows in rivers and streams in an eligible groundwater basin.

For the Department to consider such projects for funding, the GSA responsible for the eligible groundwater basin must provide a letter attesting to the benefits the project would provide to the eligible groundwater basin.

The Public Resources Trailer Bill (AB 211, Ch. 574, Stat. of 2022) requires that any groundwater recharge achieved through these strategies and projects must be subtracted from any calculation by the Groundwater Sustainability Agency from the groundwater available for extraction by water users for the duration of the benefits paid for by the program. Payments for benefits must be linked to the achievement and delivery of the defined conservation outcomes for the project and the duration of those outcomes.

#### *Partner and Collaborator Capacity Needs*

The program requires broad partnerships and collaborations with entities to participate in regional planning, project development, and project implementation, and support broader block grant implementation to achieve the program's goals. Block grant recipients must develop mechanisms to support the critical capacity needs of their partners and collaborators to ensure their participation can be sustained and meaningful and to meet program goals. This may include providing payments for services to disadvantaged community members and tribal members for their participation in and contributions to planning, project development, and project implementation efforts, subject to the requirements outlined in the Eligible Costs section.

The Department will work with the block grant recipient and fiscal control entities to determine whether actual expenditures are reimbursable, but examples of partner and collaborator capacity needs that should be considered include:

- financial compensation for program staff time
- minor office materials
- compensation for participation by non-paid members of organizations that bring specific expertise to the grant.

#### *Outreach, Education, and Training*

Critical to all the above activities, the Multibenefit Land Repurposing Program intends to support outreach to a broad and diverse range of communities within each region to develop a comprehensive understanding of and support for the program. This includes block grant recipients' outreach to and engagement of farmers, ranchers, and disadvantaged communities in the development of Multibenefit Agricultural Land Repurposing Plans. Further, the program aims to strengthen grantees' skills by developing region-wide peer-to-peer training opportunities. Block grant recipients must use funds from this program to further the above goals.

Desired outcomes of outreach, education, and training efforts associated with each block grant include:

- Community-level engagement and education, including to disadvantaged communities, regarding the need to repurpose land, options for repurposing land, and what happens in a "do-nothing" scenario

- Targeted outreach to and engagement of farmers and ranchers about land repurposing, including education regarding the need to repurpose, options for repurposing, and what happens in a “do-nothing” scenario
- Practitioner-level education and regional coordination
- Regional understanding of the benefits of land repurposing strategies and projects identified in the Multibenefit Agricultural Land Repurposing Plan
- Trainings to support upward financial mobility and transitions from agricultural work for farmworkers
- Broad regional support for Multibenefit Agricultural Land Repurposing Plan
- A collaborative stakeholder structure that can implement the Multibenefit Agricultural Land Repurposing Plan long-term

### *Monitoring*

Regional block grant recipients must monitor projects funded by this program to ensure defined conservation outcomes from projects, including identified benefits to disadvantaged communities, have been achieved and are maintained for the agreed upon duration the benefit. Block grant recipients are not expected to monitor every project; however, they are expected to develop a monitoring plan to be approved by the Department to ensure satisfactory tracking of outcomes across their portfolio of projects. At a minimum, grantees will be required to capture the before and after condition for each project.

For projects with an easement component, grantees will be required to monitor and report on compliance with the easement terms annually for the duration of the easement.

### **Optional Activities**

In addition to the deliverables outlined above, block grant recipients may use funds to support research and demonstration projects needed to test innovative land repurposing strategies of interest to block grant recipients.

### **Eligibility Criteria**

Below are the Eligibility Criteria upon which each proposal will be evaluated. Applications must meet all eligibility criteria listed below to be considered for funding under this solicitation:

- Applicant is a (1) Groundwater Sustainability Agency; (2) federally recognized California Native American tribe, or (3) non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission **OR** is a public agency; nonprofit group with 501(c) status; or Watermaster implementing an approved groundwater sustainability plan or approved alternative to a groundwater sustainability plan and is partnering with a GSA to submit an application.
- Applicant is locally based or has strong, well-documented ties to local communities, stakeholders and/or GSA(s).

- Applicant has overall capacity to administer the grant.
- Application is for one or more SGMA critically overdrafted basins managed under an approved groundwater sustainability plan or alternative to a groundwater sustainability plan; one or more high- or medium-priority groundwater basins where a state emergency drought declaration has been declared; or a combination of the two.
- Application includes the following deliverables in the scope of work and budget:
  - Develop a **Multibenefit Agricultural Land Repurposing Plan** to reduce reliance on groundwater while providing regionally appropriate benefits, including community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits;
  - Complete **project development and permitting** to generate implementation-ready projects to repurpose agricultural lands for funding consideration;
  - **Implement land repurposing projects** that achieve multiple benefits;
  - **Support capacity needs of partners and collaborators** to achieve the deliverables of the grant;
  - Conduct **outreach, education, and training** as needed to facilitate and build capacity to implement the above activities; and
  - **Conduct monitoring** to ensure defined conservation outcomes from projects have been achieved and maintained for the agreed upon duration the benefit.
- Application is complete and was received by the deadline.

### Selection Criteria

Total selection criteria points available out of 100. Factors to be considered when selecting regional block grant recipients include:

- **Goals** (25 points): The extent to which the applicant's vision for an agricultural land repurposing program in their region aligns with the program's goals.
- **Partnerships and Collaboration** (20 points): The extent to which the applicant has built strong regional partnerships and collaborations to support the grant, and has a plan to expand and enter into new partnerships and collaborations to execute the grant. Partnerships are demonstrated through letters of support outlining the financial and in-kind commitments of partner organizations to the work conducted under the grant. Collaboration is evidenced by demonstrating meaningful incorporation of diverse interests into the block grant recipient's work through letters of support, signed agreements, board resolutions, or other signed documents.
- **Community Engagement** (15 points): The extent to which the applicant demonstrates experience and expertise in conducting effective and inclusive engagement across diverse communities and organizations, as well as the extent to which the applicant plans to engage with and meaningfully include the feedback of: farmers, ranchers, disadvantaged community members, tribes, and other interested practitioners in the development and implementation of their land repurposing work. Applicants who demonstrate experience and expertise engaging with farmers, ranchers, disadvantaged communities, and tribes will receive more points. Applicants who outline clear steps in their work plan for engaging with disadvantaged communities

through planning, project development, and project implementation will receive more points.

- **Disadvantaged Community Benefits** (15 points): The extent to which the proposal is likely to result in projects that provide substantiated benefits to disadvantaged communities. Substantiated benefits to disadvantaged communities may include increased access to nature, improved drinking water supplies, improved air quality, and creation of community-agriculture buffer zones next to disadvantaged communities.
- **Fiscal and Administrative Capacity** (15 points): The extent to which the applicant has the fiscal and administrative control systems to adequately oversee the expenditure of block grant awards.
- **Policy and Project Expertise** (10 points): The extent to which the applicant demonstrates the policy and project implementation expertise necessary to complete the grant deliverables. Applicants may demonstrate this ability in-house or through partnerships and collaborations.

## Application Review and Award

### *Materials and Submission*

The application template is provided in Appendix B and is available on the [Department's website](#). Applicants should familiarize themselves with this solicitation prior to completing the application.

Applicants must submit all required application materials via email to [mlrp@conservation.ca.gov](mailto:mlrp@conservation.ca.gov). Applications must be received digitally by 11:59 p.m. on March 29, 2023.

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

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

The schedule for this solicitation is provided in the "[At-A-Glance](#)" section of this solicitation. The schedule is subject to change.

### *Application Review Process*

Applicants for regional block grants will be required to submit an application for funding and participate in a virtual interview with reviewers to discuss their project prior to funding decisions being made.

Applications will be evaluated by Department of Conservation and scored by a review panel comprised of representatives from the Department of Conservation and/or Agency Advisory Group, collectively "reviewers." Mean scores and reviewer rankings will be considered when determining funding recommendations.

The reviewers will convene to provide consensus for funding recommendations.

### *Project Selection*

The projects, selection scoring, and reviewer rankings will be presented to the Director of the Department who will consider the comments and recommendations of the reviewers and make the final funding decisions. The Department will notify applicants within 10 days of the Director's determination as to whether their project was approved for funding.

The Director may consider the following when making awards:

- Selection criteria scores
- Reviewer rankings
- Interview responses
- The availability of funds
- The program purposes
- The balance and distribution of funding among program priorities and/or geographic area.

### **Program Participation**

Block grant recipients must participate in all of the following activities:

- An orientation
- Monthly check-in meetings with the Department
- Monthly block grant recipient webinars with the statewide support entity
- Quarterly progress report meetings with the Department and Agency Advisory Group members

### **Section 3: Statewide Support Funding Eligibility and Scope of Work**

\$500,000 will be provided to increase the statewide support entity's existing award to ensure they are able to provide technical assistance services to regional block grant recipients awarded under the current solicitation. The statewide support entity will provide technical assistance and facilitate communication and collaboration necessary to meet the purposes of the program. The statewide support entity may partner and contract with other entities to meet the deliverables outlined below.

#### **Deliverables**

The statewide support entity will:

1. Coordinate collaboration between block grant recipients
2. Develop a peer-learning structure through which block grant recipients can receive education and training to successfully execute the deliverables of their grant
3. Connect block grant recipients to resources needed to successfully execute the deliverables of their grant
4. Coordinate external communications about program work (e.g., reports, stories, press), including working with the Department to produce an annual report of program outcomes
5. Working with block grant recipients to engage disadvantaged communities, tribes, and socially disadvantaged farmers and ranchers in the development of their Multibenefit Agricultural Land Repurposing Plans and in the development and implementation of land repurposing projects
6. Work to fill gaps in and build capacity to develop and implement land repurposing work, and provide technical assistance to entities interested in applying for land repurposing funding
7. Oversee monitoring efforts and outcomes reporting to ensure consistency and transparency in outcomes monitoring across regions.

#### **Optional Activities**

In addition to the deliverables outlined above, the statewide support entity may use funds to support research and demonstration projects needed to test innovative land repurposing strategies.

## Section 4: Funding for Tribes

### Eligible Applicants

Eligible applicants under this Section are: (1) Federally recognized California Native American tribes; (2) non-federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission; and (4) nonprofit groups with 501(c) status with meaningful connections to or on behalf of eligible tribes.

Non-profit applicants must have a Native American-centered mission or have a majority Native American board. If the non-profit applicant does not meet this criterion, they must provide a letter of support from an eligible tribe detailing the nature of the relationship between the non-profit and the tribe, how the tribe will benefit from the project, and the tribe's support for the project.

At its discretion, the Department may also use the funding available under this Section to increase block grant awards where the block grant recipient partners or collaborates with a tribe to plan for, develop, and/or implement multibenefit land repurposing projects consistent with the project types listed below. In order to receive additional funding under this Section, block grant recipients must provide memoranda of understanding with or letters of support from the tribe(s) they are partnering or collaborating with detailing the work to be conducted using this funding.

### Maximum Grant Award

Up to \$2.44 million in funding is available under this Section. At the Discretion of the Department Director, this amount may be increased if funding allows. Applications may be submitted for up to the total amount of funding available under this Section.

### Solicitation Period

Applications submitted under this Section will be accepted on a rolling, non-competitive basis. If funding remains available under this section as of March 1, 2026, the Department, in consultation with the Agency Advisory Group and the California Natural Resources Agency Assistant Secretary of Tribal Affairs or similar position, may elect to distribute the remaining funds to regional block grant recipients.

### Project Types

Tribes may apply for funding under this section to plan for, develop, or implement multibenefit agricultural land repurposing projects that address two or more project outcomes identified below. Projects must result in benefits lasting at least 10 years, unless they are directly responding to a state emergency drought declaration, in which case, benefits must be reasonably durable. Multibenefit projects are those that provide both groundwater sustainability benefits as well as at least one other community health, economic wellbeing, habitat, renewable energy, or climate benefit.

Examples of projects that may be funded include:

- Creation or restoration of habitat, including pollinator habitat, wetland habitat, upland habitat, and riparian habitat
- Creation of multibenefit recharge areas
- Conversion of irrigated land to dryland farming or non-irrigated rangeland
- Planting cover crops or conservation cover
- Reestablishment of tribal land uses

- Implementation of tribal cultural practices
- Facilitation of renewable energy projects that have an overall net GHG reduction
- Creation of parks or community recreation areas
- Incentive payments to landowners, farmers, and ranchers to implement multibenefit land repurposing projects that create a public benefit for at least ten years
- Land acquisitions to facilitate land repurposing and protect repurposed land uses
- Easement acquisitions to facilitate land repurposing and protect repurposed land uses

Land acquisitions, land transfers, and easement acquisitions must occur in conjunction with at least one non-acquisition land repurposing strategy or project type on the acquired land.

Desired outcomes for land repurposing projects include:

- Reduced groundwater use
- Increased groundwater recharge
- Improved baseflows in rivers and streams
- Conversion of land to less intensive water uses while maintaining natural and working lands
- Creation and/or restoration of wildlife and pollinator habitat and/or migratory resources
- Protection of cultural resources
- Improved water quality
- Land use agreements to accomplish prioritized opportunities
- Quantified achievement of multiple benefits of the program
- Incorporated participation from multiple partners and funding sources
- Replicability and scalability
- Integrated benefits to disadvantaged communities
- Tribes' ownership, co-ownership, co-management of, and access to the land
- Increased community outreach, involvement, and education
- Increased regional workforce development opportunities and support of local business.

As required by statute, any groundwater recharge achieved through these strategies and projects must be subtracted from any calculation by the Groundwater Sustainability Agency from the groundwater available for extraction by water users for the duration of the benefits paid for by the program. Payments for benefits must be linked to the achievement and delivery of the defined conservation outcomes for the project and the duration of those outcomes.

Tribes must work with the relevant Groundwater Sustainability Agency to quantify the groundwater recharge achieved by funded projects.

### **Eligibility Criteria**

Below are the Eligibility Criteria upon which each proposal will be evaluated. Applications must meet all eligibility criteria listed below to be considered for funding under this solicitation:

- Applicant is a (1) Federally recognized California Native American tribes; (2) non-federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission; (3) members of a Federally

recognized or non-federally recognized California Native American tribe; and (4) nonprofit groups with 501(c) status with connections to or on behalf of eligible tribes.

- The project is located in one or more SGMA critically overdrafted basins managed under an approved groundwater sustainability plan or alternative to a groundwater sustainability plan, one or more high- or medium-priority groundwater basins where a state emergency drought declaration has been declared, or a combination of the two; or the project is located outside of an eligible groundwater basin but is shown to reduce groundwater use, improve groundwater supply, or improve baseflows in rivers and streams in an eligible groundwater basin interconnected with surface water.
- Application is for an eligible project type.
- Application is complete.
- The proposed project provides groundwater sustainability benefits.
- The proposed project provides benefits in addition to groundwater sustainability benefits. Additional benefits include community health, economic wellbeing, habitat, renewable energy, or climate benefits. Projects that are conducted on lands that are least viable for irrigated agriculture and that contribute to resource connectivity (e.g., connectivity of habitat, agricultural landscapes, renewable energy centers, etc.) will receive priority for funding.
- The benefits provided by the proposed project will last for at least ten years.
- The proposed project meets at least three goals of the program and provides at least one desired outcome for project development or implementation grants, as relevant.
- The applicant has the fiscal and administrative control systems to adequately oversee the expenditure of the grant.
- The funding request is reasonable and commensurate with the work required to complete the project.
- The applicant has and is able to demonstrate access to the site.

## **Application Review and Project Selection**

### *Materials and Submission*

The application template is provided in Appendix D and is available on the [Department's website](#). Applicants should familiarize themselves with this solicitation prior to completing the application.

Applications will be reviewed as they are received.

Incomplete applications will be returned to the applicant for revision. Applications that don't meet all the eligibility criteria will not be awarded funding.

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

### *Application Review Process*

Applicants will be required to submit an application for funding and participate in a site visit prior to a funding decision being made. Applications will be evaluated by Department of Conservation for consistency with the program's goals and requirements. Projects that meet

the program's eligibility criteria will be awarded funding on a first come, first served basis as funding allows. The final funding decisions will be made by the Director of the Department.

**Limited Waivers of Sovereign Immunity**

Limited waivers of sovereign immunity may be necessary to ensure the enforceability of agreements. The Department will consult with tribes as needed in the formation of grant agreements.

## Section 5: Eligible Costs

Only eligible costs incurred during the grant agreement term that are related to the project will be reimbursed. All eligible costs must also be reasonable and supported by appropriate documentation to be reimbursed. All eligible costs must, to the satisfaction of the Department, support the work plan and be directly related to, and in support of, the program deliverables.

### Reasonable

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

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of project.
- 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 this project.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

### Direct Costs

Funding may be used for the following direct costs incurred to meet the program deliverables:

- Block grant recipient, statewide support entity, tribal set-aside recipient, subgrantee, and their contractors' staff costs, including salary at the fully burdened rate. Indirect costs should not be included in the staff rate or salary. Indirect costs should be budgeted separately and must comply with the requirements outlined below.
- Payments to tribes or members of tribes for expertise provided in the development of plans; the development, permitting, and implementation of projects, and in the development and implementation of educational, training, and monitoring activities.
- Incentive payments to landowners, farmers, and ranchers to implement multibenefit land repurposing projects that create a public benefit for at least ten years.
- Travel. Eligible travel costs can only be used for in-state travel for the watershed coordinator as necessary to complete coordination work. Mileage for watershed coordinator activities is reimbursable if included in the proposed budget and work plan. In addition to mileage for watershed coordinator activities, costs must meet the requirements outlined below and in the Grant Agreement:
  - Accommodation-related travel costs: maximum reimbursement rates based on county as shown at: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>, with no option for approval of an "excess lodging rate."

- Rental car costs or personal vehicle mileage for travel directly related to the grant activities will be reimbursed at the relevant rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here:  
<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- Rental car, personal vehicle, ride share, train, or airfare costs will only be reimbursed for travel directly related to execution of the work plan, and then only if it is the typical method used to get from one location to the other. Grantees should choose the least expensive mode of transportation feasible given their travel needs.
- No other travel-related costs will be reimbursed through this grant program.

### **Indirect Costs**

Indirect costs may account for no more than twenty percent (20%) of the total funding award. This limit may be exceeded if the block grant recipient or statewide support entity has a federally approved administrative cost rate that is greater than 20%. Proof of the federally approved indirect cost rate must be submitted with the application. Indirect costs may include those costs incurred by a block grant recipient to administer their grant, or administrative costs by subgrantees necessary to fulfill the deliverables outlined in these guidelines. Indirect costs include:

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

### **Project Development Costs and Permitting Fees**

Block grant funding and funding provided under Section 4 may be used for project development costs, including:

- Preparing project plans, specifications, and cost estimates that will result in a specific project
- Acquiring permits for specific, future on-the-ground projects
- Analysis required to support and complete CEQA and or NEPA documentation for specific projects
- Performing necessary cultural resources, biological, botanical, aquatic, soil, hydrologic, wildlife, timber, or other studies/surveys and/or developing necessary project designs related to a specific site or physical project
- Contracting grow-outs or initial payments to growers or nurseries to support the sourcing and production of regionally adapted native plant materials to be used in block grantees' land repurposing projects

### **Project Implementation Costs**

Block grant funding and funding provided under Section 4 may be used for project implementation costs, including:

- Preparation of bid packages and contractor documents

- Performance costs within the scope of the project, including materials and supplies
- Labor and other costs necessary for the physical implementation of the project

### **Outreach, Education, and Training**

The following costs associated with outreach, education, and training activities directly related to the execution of program deliverables are considered eligible, in keeping with the program's goal of ensuring that the program provides benefits to disadvantaged communities, and recognizing that public participation in community engagement activities is a benefit to the program and public:

- Meeting space
- Meeting materials
- Facilitation services
- Technical assistance to landowners, farmers, or ranchers to apply for program funds
- Translation and interpretation for meetings and written materials
- Participant compensation that is an exchange of payment for services rendered in the development of community work products, and appropriately documented with deliverables such as sign in sheets or written surveys.
- Provision of transportation services for community residents, such as a vanpool.
- Provision of childcare services for community residents.
- Food and refreshments, excluding alcoholic beverages of any kind, that are determined to be an integral part of the event. Examples of activities where it would be appropriate to approve food purchase would include a design charrette held in the evening, where the meal is consumed as part of the event and replaces a meal otherwise missed by attending the event.

### **Monitoring**

Block grant funding and funding provided under Section 4 may be used for pre- and post-project monitoring and adaptive management, including preparation of long-term management plans associated with projects.

### **Research**

Block grant funding may be used for research and demonstration projects needed to test innovative land repurposing strategies of interest to block grant recipients.

### **Ineligible Costs**

Ineligible costs are:

- Costs that are not related to the Multi-Benefit Land Repurposing Program
- Costs that occur outside of the Grant Agreement term
- Meals, incidentals, tips, per diems, or refreshments for travel not allowed above
- Out-of-state travel and activities

## Section 6: Grant Implementation

### Grant Agreements

All grantees will be required to enter into a grant agreement with the Department. Grantees will work with an assigned grant manager to develop their grant agreement. Grant agreements will not be executed until authorized by the Department and will be effective upon execution by the Department's authorized signatory. The Department may require modifications to the project in the grant agreement. All contents of the grant recipient's application will be included in the grant agreement.

### Responsibility of the Block Grant Recipient

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

Block grant recipients shall:

- Distribute necessary funds through subgrants and/or contracts to create regional multibenefit agricultural land repurposing plans; develop and permit land repurposing projects; implement land repurposing projects; support the capacity needs of partners; provide outreach, education, and training; and monitor land repurposing projects all consistent with these guidelines and the applicable Groundwater Sustainability Plan
- Ensure execution of all project deliverables and requirements outlined in Section 2 within the grant term
- Coordinate and integrate management of agricultural land repurposing efforts within their region or basin
- Coordinate activities with the relevant Groundwater Sustainability Agency to ensure activities are consistent with the goals of the applicable Groundwater Sustainability Plan and to ensure any groundwater recharge achieved through these strategies and projects is subtracted from any calculation by the Groundwater Sustainability Agency from the groundwater available for extraction by water users for the duration of the benefits paid for by the program.

### *Distribution of Block Grant Funds to Third Parties*

As the fiscal administrators of the Multibenefit Land Repurposing Program, block grant recipients will award subgrants of Multibenefit Land Repurposing Program funding or enter into contracts to fulfill the scope of work of this program. Subgrantees may be selected to engage in completion of all the deliverables or for discrete tasks. Block grant recipients may award subgrants via competitive or non-competitive processes and may engage subgrantees and contractors to fulfill individual deliverables or multiple deliverables, at their discretion.

Eligible subgrantees include federal, state, and local government agencies; federally and non-federally recognized California Native American tribes; resource conservation districts;

special districts; universities, colleges, and research institutions; and California 501c3 non-profit organizations.

Contracts may be entered in to with qualified entities in accordance with block grant recipients' internal contracting policies and procedures.

Block grant recipients may also provide incentive payments directly to landowners, farmers, and ranchers to implement multifibenefit land repurposing projects that create a public benefit for at least ten years, including reasonable incentives to support a farmer or rancher's ability to transition land use. In order to distribute funds to landowners, block grant recipients must establish guidelines for funding projects based on the conservation outcomes achieved and delivered, and the duration of the outcomes provided. Block grant recipients must verify that the defined conservation outcomes of the project have been achieved and delivered for the duration identified in order to distribute incentive payments and must report this information to the Department quarterly.

## **Invoicing and Reporting**

### *Payments*

Grant agreements will generally be structured to provide reimbursement in arrears for work performed. Invoices for reimbursement may be submitted quarterly or monthly.

Advance payment terms will be considered and negotiated on a case-by-case basis. Advance payments may require additional statutory authority and are subject to future approval from the Department and its control agencies. Advance payment terms may allow up to 25% of the original grant amount to be paid in advance at a time. Funding for project implementation will only be released upon Department review of individual projects and confirmation that said projects are consistent with the goals of the program.

Block grant recipients receiving advanced funds must provide a fiscal report detailing how those funds have been expended on a quarterly basis and along with each subsequent request for an advance. Block grant recipients that receive funding on a reimbursement basis must provide a fiscal report detailing how funds have been expended along with each invoice.

### *Loss of Funding*

Actions of the grantee that may lead to suspension or cancellation of the grant agreement include, but are not limited to:

- Failure to execute an agreement within six months of receiving an official funding notification,
- Withdrawal from the grant program prior to completion of the work plan,
- Failure to submit required documentation within the time periods specified in the grant agreement,
- Change in project scope, schedule, or budget without prior approval,
- Failure to complete the deliverables within the grant agreement term,
- Failure to demonstrate sufficient progress toward deliverables, and

- Failure to comply with applicable laws or grant requirements.

### **State Audits**

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

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

### **Accounting Requirements**

Grantees must maintain an accounting system that:

- Accurately reflects fiscal transactions, in accordance with standard accounting principles,
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs and timecards, evidence of payment, etc.,
- Provides accounting data so the total cost of each individual project can be readily determined, and,
- Maintains records for a period of three (3) years after final reimbursement is made by the state. Grantee must retain all project records at least one (1) year following an audit

## Section 7: General Requirements

### Confidentiality

Once the application has been submitted, any privacy rights, as well as other confidentiality protections afforded by law with respect to the application package may be waived. All applications, communications, or other documentation received by Department are subject to the Public Records Act (Government Code § 6250, et seq.).

### Conflict of Interest

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

This paragraph is not intended to enlarge the scope of existing restrictions under applicable conflict of interest laws, including the Political Reform Act (Government Code, § 81000, et seq.) and provisions regarding financial interests in public contracts (Government Code, § 1090, et seq.). Those laws, including their relevant statutory exceptions, apply to this solicitation and any ensuing grants and contracts.

### Compliance with Laws

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

### Environmental Compliance

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

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

For applications submitted by government entities, it is expected that the resolution adopted to submit the application will address CEQA and that the Department will act as a responsible agency. For applications submitted by non-profits or California Native American

tribes, the Department will act either as a lead or responsible agency depending on what other CEQA documents have been completed for the proposed activities.

Projects implemented using program funding must meet all environmental compliance requirements prior to disbursement of funding.

Therefore, for the Department to review a project proposed for implementation, one of the following must be submitted:

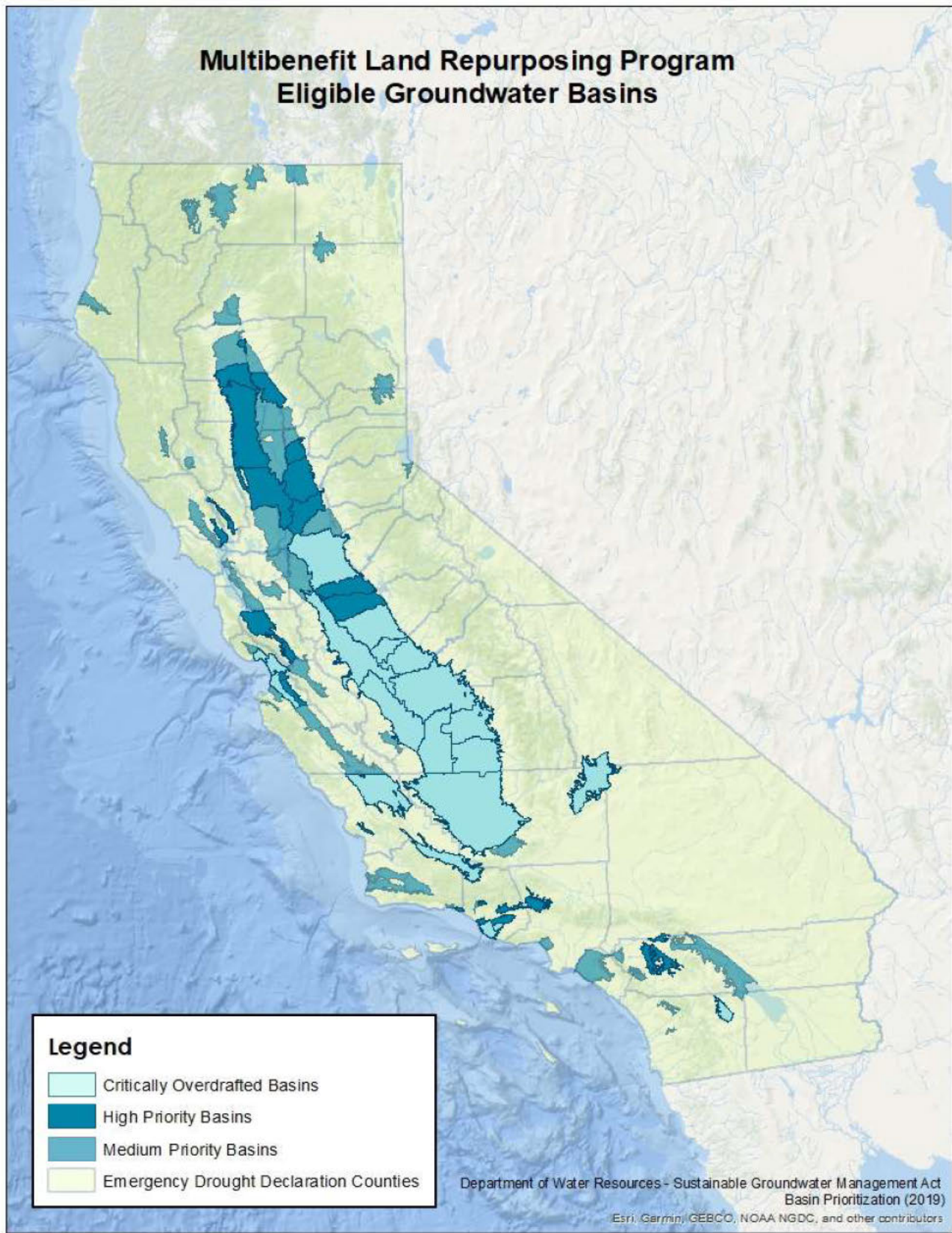
- a. A Finding or similar determination that the proposed project is not a project as defined by the California Environmental Quality Act, with an explanation as to why it is not a project, with the appropriate sections of the Public Resources Code and California Code of Regulations cited.
- b. The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.
- c. The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program.
- d. The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse responses received by the applicant.

\*For b and c, include documentation the State of California Department of Fish and Wildlife CEQA fee was paid or is not applicable.

- e. Projects that tier from a Programmatic, Master, or other Environmental Impact Report shall include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including, if applicable, any required findings pursuant to Public Resources Code section 21157.1, subdivision (c), and the Notice of Determination, filed with the County Clerk and with the State Clearinghouse, as applicable.

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

## Appendix A: Map of SGMA Priority Basins



As of October 19, 2021, the Emergency Drought Declaration covers all 58 counties.

## **APPENDIX B: Regional Block Grant Application**

This is the application for the Multi-Benefit Land Repurposing Program. The solicitation details the background and requirements to apply for funding under the program.

### **Application Instructions**

- Each application must contain all of the materials listed in the checklist below.
- Materials should be presented in the order indicated on the checklist.
- Please complete all materials using an easy-to-read font, 11 point or larger.
- In the header or footer of each page of the application, applicants should include: (1) name of applicant and (2) sequential page numbers.
- Materials not specifically requested (e.g., press clippings or brochures) will not be considered during the evaluation.

### **Application Checklist**

1. ☐ Cover Sheet
2. ☐ Applicant Eligibility and Capacity
3. ☐ Basin(s) Description
4. ☐ Proposal Summary
5. ☐ Partnerships and Collaboration
6. ☐ Community Engagement
7. ☐ Disadvantaged Community Benefits
8. ☐ Policy and Project Expertise
9. ☐ Budget Summary
10. ☐ Project Maps
11. ☐ Authorizing Resolution from Governing Body

## 1. Cover Sheet

### **Project Information**

Project Title:

Location (County/ies):

District Number(s):

Senate:

Assembly:

SGMA Sub-basin(s) (see Appendix A – List of eligible basins):

### **Applicant Information**

Applicant Name:

Organization Type:

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

### **Partner Information** *(if applicant is not a GSA or tribe)*

Partner Name:

Organization Type: Groundwater Sustainability Agency

Federal Employer ID Number:

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

## 2. Applicant Eligibility and Capacity

### *Eligibility*

Applicants must provide all the following to demonstrate eligibility:

- Verification that the applicant is a: (1) Groundwater Sustainability Agency; (2) federally recognized California Native American tribe, or (3) non-federally recognized California Native American tribe on the contact list maintained by the Native American Heritage Commission OR is a public agency; nonprofit group with 501(c) status; or Watermaster implementing an approved groundwater sustainability plan or approved alternate plan and is partnering with a GSA to submit an application.
  - Non-profit groups must provide a copy of their IRS 501(c) Tax Determination Letter.
- Evidence that the applicant is locally based or has strong working ties to local stakeholders, communities, and/or GSAs.

### *Capacity*

Applicants must provide a short narrative description of their capacity to successfully implement the grant, should the project be funded. This description should address:

- How the applicant's board and/or management structure will contribute to the effective execution of project activities.
- Any professional staff within the applicant's employ who are qualified to develop and successfully implement the activities outlined in the proposal. The response should include a description of the skills and experience of such staff or, if the applicant does not possess such expertise, how the applicant will acquire this expertise.
- Any financial resources at the applicant's disposal to support the implementation of the grant.
- Any additional resources the applicant can draw on to ensure his/her success. Resources include, but are not limited to volunteers, physical capital, and existing partnerships.

Applicants must provide the following to demonstrate capacity:

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

## 3. Basin(s) Description (1/2-page maximum)

Briefly describe the basin(s) included in the proposal, including whether they are critically overdrafted, or whether they are high- or medium-priority basins where a state emergency drought declaration has been declared. Indicate whether a Groundwater Sustainability Plan has been approved for each critically overdrafted basin included in the proposal.

#### **4. Proposal Summary (3-page maximum)**

- Summarize the applicant's land repurposing vision for their region.
- Describe the proposed work to be conducted under the grant, including how the proposed work relates to the goals and objectives of the program. The summary of proposed work should include:
  - Development of a Multibenefit Agricultural Land Repurposing Plan
  - Project development and permitting
  - Land repurposing project implementation
  - Support of partner and collaborators' capacity needs
  - Outreach, education, and training to facilitate and build capacity to conduct land repurposing
  - Monitoring to ensure defined conservation outcomes of projects.

If the application is funded, the Department will work with the applicant to convert this summary into a work plan to be included in the grant agreement.

#### **5. Partnerships and Collaboration (1-page maximum)**

Partners are defined as organizations, government agencies, private citizens or volunteer groups that provide funds or in-kind services. Collaboration is defined as working with other organizations, government agencies, groups, and individuals to ensure that all entities work in agreement and are non-duplicative of each other's activities, and to ensure that diverse interests are meaningfully incorporated into the block grant recipient's work. Proposals that demonstrate multiple, committed partnerships and extensive collaboration with other agencies, organizations, or entities will be given more points. Applicants are urged to work collaboratively with other groups and agencies to avoid multiple proposals for the same sub-basins.

- List any participating partners and describe how each partner will contribute to the work, including their proposed financial contribution, proposed in this application. For each partnership, provide a letter of commitment explaining the relationship between the partner and applicant and outlining the partner's contributions to the proposed work.
- List any participating collaborators and describe how each collaborator will contribute to the work proposed in this application. For each collaboration, provide documentation from the relevant individual(s)/organization(s) describing those collaborations.
- Describe your plan, if any, to expand these partnerships and/or collaborations to execute the grant.

Do not submit general letters of support that do not specify the individual/organization's specific contributions to the proposal, as these will not increase the number of points awarded.

#### **6. Community Engagement (1-page maximum)**

- Describe the applicant's experience and expertise conducting effective and inclusive engagement and collaboration across diverse communities and organizations.

- Explain how the applicant will engage with and include feedback from farmers, ranchers, disadvantaged community members, tribes, and other interested practitioners in the development and implementation of their land repurposing work.
- Describe the disadvantaged community/ies to be served by the applicant's land repurposing work, and describe how the work performed will result in benefits to those communities.

#### **7. Disadvantaged Community Benefits (1-page maximum)**

A disadvantaged community is defined as a) a community with a median household income less than 80 percent of the statewide average, or b) a community where the lands are under the control of a federally recognized Tribe.

- Describe how the proposal will provide substantiated benefits to disadvantaged communities, including through project prioritization and implementation.

#### **8. Policy and Project Expertise (1-page maximum)**

Describe the applicant's land repurposing policy expertise and project implementation expertise. Applicants may demonstrate this ability in-house or through partnerships and collaborations.

## 9. Budget Summary

Applicants must provide a budget broken down by cost type (line item). Cost estimates should be consistent with the proposal summary. All costs must be eligible. If awarded funding, the Department will work with the applicant to refine the budget for incorporation into the Grant Agreement.

### 2021 Multi-Benefit Land Repurposing Program: BUDGET SUMMARY

#### Line Item

Development of Multi Benefit Agricultural Land Repurposing Plan - \$

Project Development and Permitting - \$

Land Repurposing Project Implementation - \$

Partner Capacity Needs - \$

Outreach, Education, and Training - \$

Monitoring - \$

[Optional Activities] - \$

Indirect Costs (*max 20% of grant*) - \$

**TOTAL - \$**

## 10. Project Map(s)

A location map (in PDF) that identifies the project area relative to nearby cities and/or landmarks must be included with the application.

Additional maps that further describe or otherwise support the proposal may be included as relevant (e.g., maps of the subbasins included in the proposal, maps of disadvantaged communities within the proposal area, etc).

All maps must be of sufficient resolution to be legible if printed on an 8 ½" x 11" sheet of paper.

The applicant may submit geographic information system (GIS) data along with any maps.

## 11. Authorizing Resolution from Governing Body

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

The resolution must:

- Authorize the submittal of the grant application for a 2022 Multi-Benefit Land Repurposing Program grant.
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, reimbursement requests, if the project is awarded funding.

## APPENDIX C: Tribal Project Grant Application

This is the Multi-Benefit Land Repurposing Program application for planning, project development, and project implementation funding for tribes. The solicitation details the background and requirements to apply for funding under the program.

### Application Instructions

- Each application must contain all of the materials listed in the checklist below.
- Materials should be presented in the order indicated on the checklist.
- Please complete all materials using an easy-to-read font, 11 point or larger.
- In the header or footer of each page of the application, applicants must include: (1) name of applicant and (2) sequential page numbers.
- Materials not specifically requested (e.g., press clippings or brochures) will not be considered during the evaluation.

### Application Checklist

1. ☐ Cover Sheet
2. ☐ Applicant Eligibility and Capacity
3. ☐ Project Summary
4. ☐ Application Questions
5. ☐ Work Plan
6. ☐ Budget
7. ☐ Project Map(s)
8. ☐ Environmental Documentation
9. ☐ Authorizing Resolution from Governing Body
10. ☐ Proof of site access (for implementation projects only)

## 1. Cover Sheet

### Project Information

Project Title:

Property Location (County and Nearest City):

SGMA Sub-basin(s):

[SGMA Sub-basin status](#) (check all that apply):

- ☐ Critically overdrafted
- ☐ High priority basin
- ☐ Medium priority basin
- ☐ Located in a county subject to an emergency drought declaration

[Groundwater Sustainability Plan](#) approved: ☐ Yes ☐ No

Landowner Name(s):

Project APN(s):

Property's 5-year agricultural history:

Disadvantaged Community: ☐ Yes ☐ No

Census Tract:

### Project Category

- ☐ Project Development
- ☐ Project Implementation

### Project Implementation Grants Only

Proposed Project Acreage:

Site Access Agreement:

Project type (check all that apply):

- ☐ Creation or restoration of habitat, including pollinator habitat, wetland habitat, upland habitat, and riparian habitat
- ☐ Creation of multibenefit recharge areas
- ☐ Conversion of irrigated land to dryland farming or non-irrigated rangeland
- ☐ Planting cover crops or conservation cover
- ☐ Reestablishment of tribal land uses
- ☐ Implementation of tribal cultural practices
- ☐ Facilitation of renewable energy projects that have an overall net GHG reduction
- ☐ Creation of parks or community recreation areas
- ☐ Incentive payments to landowners, farmers, and ranchers to implement a multibenefit land repurposing project
- ☐ Land acquisition to facilitate land repurposing and protect repurposed land uses
- ☐ Easement acquisition to facilitate land repurposing and protect repurposed land uses
- ☐ Other:

### **Project Funding**

Grant Request Amount:

Total Estimated Project Cost:

### **Applicant Information**

Applicant Name:

Applicant type (check all that apply):

- ☐ Federally Recognized California Native American Tribe
- ☐ Non-federally recognized California Native American tribes on the contact list maintained by the Native American Heritage Commission
- ☐ Member of one of the above
- ☐ Nonprofit group with 501(c) status with connections to or on behalf of an eligible tribe

Mailing Address:

Contact Person:

Title:

Phone Number:

Email Address:

## 2. Applicant Eligibility and Capacity

### Eligibility

Applicants must provide the following (as relevant) to demonstrate eligibility:

- For Federally recognized California Native American tribes: Documentation of Federal acknowledgement
- For non-federally recognized California Native American tribes: Documentation that the applicant is on the contact list maintained by the Native American Heritage Commission
- For Non-profit groups:
  - A copy of their IRS 501(c) Tax Determination Letter
  - A letter of support, signed agreement, board resolution, or other signed document demonstrating the non-profit's connection to or work on behalf of a tribe.

### Capacity

Applicants must provide a short narrative description of their capacity to successfully implement the grant, should the project be funded. This description should address:

- How the applicant's governance and/or management structure will contribute to the effective execution of project activities.
- Any financial resources at the applicant's disposal to support the implementation of the grant.
- Any additional resources the applicant can draw on to ensure his/her success. Resources include, but are not limited to volunteers, physical capital, and existing partnerships.

## 3. Project Summary (1-page maximum)

Concisely summarize the proposed project. Include:

- a description of the property's existing condition and agricultural use
- a description of work proposed
- how the proposed work will enhance the project site

## 4. Application Questions

### Groundwater Sustainability (1/2-page maximum)

Describe how the project will result in groundwater sustainability benefits, either through reduced groundwater use or increased groundwater recharge. Describe the length of the benefits to be provided by the proposed project and how those benefits will be maintained (must be a minimum of ten years).

**Additional Benefits (1/2-page maximum)**

Describe any additional benefits provided by the project. Additional benefits include community health, economic wellbeing, habitat, renewable energy, or climate benefits. Describe the length of the benefits to be provided by the proposed project and how those benefits will be maintained (must be a minimum of ten years).

**Program Goals (1/2-page maximum)**

Select three of the goals listed below. Describe how the proposed project meets those goals.

- Support coordinated, regional and basin-scale efforts to achieve groundwater sustainability in critically overdrafted basins and in high and medium priority basins where a state emergency drought declaration has been declared
- Support long-term repurposing of agricultural lands
- Provide short- and medium-term drought relief
- Support regional efforts to sustain land-based economies and the communities that rely on them while achieving groundwater sustainability
- Reduce groundwater use
- Create or restore wildlife habitat and wildlife connectivity, including seasonal wetland habitat to replenish aquifers
- Improve groundwater supply, including through groundwater recharge and improved baseflows in rivers and streams
- Support nature-based solutions to reduce the impacts of hazards on lives, property, and the economy from overdrafted groundwater basins
- Provide benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
- Foster partnerships and collaboration among diverse entities at the regional scale to effectively meet this program's goals
- Develop scalable, transferable land repurposing models to reduce groundwater reliance
- Support farmer, rancher, and farm worker leadership in multibenefit land repurposing strategies and project implementation
- Provide flexible and efficient support to grantees so that they can lead expeditious and adaptive programs to meet their needs.

**Project Development Outcomes (1/2-page maximum)**

Only complete this section if the application is for a project development request. Select one outcome listed below. Describe how the proposed project addresses that outcome.

- Completed project design and permitting
- Established non-state partnerships, support, and funding, as well as broad partnerships with regional stakeholders
- Completed memorandums of understanding with project partners to implement projects
- Developed pipeline of multiple years of implementation-ready projects that meet the goals of the Plan available for funding consideration

### **Project Implementation Outcomes (1/2-page maximum)**

Only complete this section if the application is for a project implementation request. Select one outcome listed below. Describe how the proposed project addresses that outcome.

- Reduced groundwater use
- Increased groundwater recharge
- Improved baseflows in rivers and streams
- Transition of land to less water intensive, regenerative uses while maintaining natural and working lands
- Creation and/or restoration of wildlife and pollinator habitat and/or migratory resources
- Protection of cultural resources
- Improved water quality
- Land use agreements to accomplish prioritized opportunities
- Quantified achievement of multiple benefits of the program
- Incorporated participation from multiple partners, collaborators, and funding sources
- Replicability and scalability
- Integrated benefits to disadvantaged communities and tribes
- Increased community outreach, involvement, and education
- Increased regional workforce development opportunities and support of local business
- Diversified economic opportunities

## **5. Work Plan**

Applicants must provide a detailed work plan that specifies the tasks and subtasks that will be performed during the grant term.

The work plan will also include a schedule of target completion dates, cost estimates, and a list of deliverables to be provided as proof of project completion. The schedule should be of sufficient detail to allow assessment of the progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

**Task 1: [Task Name]**

Subtask A:

Subtask B:

Subtask C:

Deliverables:

Timeline [start and end date]:

Total Requested:

**Task 2: [Task Name]**

Subtask A:

Subtask B:

Subtask C:

Deliverables:

Timeline [start and end date]:

Total Requested:

**Task 3: [Task Name]**

Subtask A:

Subtask B:

Subtask C:

Deliverables:

Timeline [start and end date]:

Total Requested:

**Other Expenses:**

Education:

Total Requested:

Training:

Total Requested:

Travel:

Total Requested:

Indirect Costs:

Total Requested:

## 6. Budget

Applicants must provide a budget broken down by cost type and by task. Cost estimates should be consistent with the work plan. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement. Refer to the Department's website for an excel version of this spreadsheet.

## 7. Project Map(s)

The following maps must be included in the application:

- A location map that identifies the project relative to nearby cities and/or landmarks
- A site map that identifies the project location, extent, and areas of impact relative to property boundaries and relevant landscape features (e.g., stream corridors)
- A parcel map that depicts the APNs of the parcels impacted by the project.
- Additional maps that further describe or otherwise support the proposal may be included.

All maps must be of sufficient resolution to be legible if printed on an 8 ½" x 11" sheet of paper.

The applicant may submit geographic information system (GIS) data along with any maps.

## 8. Photos

Applicants must provide photos of the proposed project site sufficient to convey the before condition of the site in the application.

## 9. Environmental Documentation

The proposed project (select the appropriate answer):

- ☐ Is not a project under CEQA. Briefly specify why.
- ☐ Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption.
- ☐ Requires Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report. Specify the lead CEQA agency (the agency certifying the document) and the expected completion date.

Provide the documentation prepared in accordance with the Environmental Compliance sub-section of the solicitation (see page 26).

## 10. Authorizing Resolution from Governing Body

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

The resolution must:

- Authorize the submittal of the grant application for a 2022 Multi-Benefit Land Repurposing Program grant.
- Certify that the Applicant understands the assurances and certification in the application,
- Authorize entrance into a grant agreement with the Department for the project and accept the template terms and conditions, if the project is awarded funding.
- Authorize a designated individual to, as agent, accept the award of grant funding and to execute tasks, such as signing documents, related to the application, grant agreement, reimbursement requests, if the project is awarded funding.

## **APPENDIX D: Best Practices for Disadvantaged Community Engagement**

The Multibenefit Land Repurposing Program prioritizes the achievement of disadvantaged community benefits through the development and execution of all deliverables. For the purposes of this program, a disadvantaged community is defined as a community with a median household income less than 80 percent of the statewide average.

To meet this goal, the Department has outlined basic requirements for disadvantaged community engagement in the Guidelines. This Appendix provides a set of best practices grantees should also consider when engaging disadvantaged communities in their planning and project development efforts to meet the program requirements and meaningfully incorporate disadvantaged communities in their land repurposing efforts. These best practices should serve as a starting place for each grantee's work with disadvantaged communities and should be expanded upon to meet the needs of the disadvantaged communities each grantee works with.

### *Language Access*

- Materials used to conduct outreach to disadvantaged communities should be translated to the most spoken language in the relevant disadvantaged community, and, where feasible, into the second and third most spoken languages in that community.
- Grantees should employ bi-lingual staff or hire bi-lingual subcontractors to facilitate engagement with disadvantaged communities.
- Grantees should provide interpretation services for the most spoken languages in the relevant disadvantaged communities at each meeting.
- Offer at least one meeting during each stage of a plan or project's development in the most spoken language of the relevant disadvantaged community.

### *Meeting Notifications*

- All hearing, workshop and/or meeting times should be posted well in advance, but no less than 72 hours ahead of time.
- Meeting notices should be easy to find and shared via multiple formats (e.g., via door-to-door outreach, mailings, online, at physical locations frequented by disadvantaged community members, etc).
- Door-to-door outreach should be prioritized over online postings and mailings.
- All meeting materials, including agendas, reference documents, translated materials, and detailed information regarding participation should be shared at least 72 hours in advance of the hearing or meeting, and further in advance where feasible.
- All meeting materials, including agendas, reference documents, translated materials, and detailed information regarding participation should be provided to key community-based stakeholders for dissemination to interested residents well in advance of the hearing or meeting.
- Translated materials should be posted at the same time as all other materials.

### *In Person Meetings*

- Provide children's activities (stickers, coloring books, etc.) or childcare to allow caregivers to attend.
- Host meetings at a location accessible via public transit and/or provide transportation to and from the meeting.
- Provide refreshments and/or food at the meeting if the meeting is held during regular meal times.
- Provide multiple options for participation (e.g., in-person or virtual, verbal, written, tactile, etc).
- Offer meetings during non-business hours to allow broad participation by members of the public.

### *Virtual Meetings*

- For meetings conducted via webinar, offer a telephone call-in option for individuals who may not have access to reliable internet.
- In situations where multiple individuals from one household log-in or call-in using one line, allow each person on the line time to speak equal to that allowed for a single commenter calling in from their own line. This should be allowed without the household having to disconnect and reconnect to return to the queue.
- Offer meetings during non-business hours to allow broad participation by members of the public.

# APPENDIX C

## MULTIBENEFIT AGRICULTURAL LAND REPURPOSING PLAN REQUIREMENTS

## Multibenefit Agricultural Land Repurposing Plan Requirements

### *Multibenefit Agricultural Land Repurposing Plans*

Does a comprehensive multibenefit agricultural land repurposing plan already exist for the region and substantially meet the requirements below? Yes/No

*Plan may be used in lieu of development of a new plan, at the discretion of the Department. Block grant recipients may also incorporate relevant portions of existing plans into their Multibenefit Agricultural Land Repurposing Plan as applicable.*

Block grant recipients will lead the development of the Plan for their region, partnering directly with organizations in their region through sub-contracts or other agreements as needed throughout the process.

Plan must:

- Identify and prioritize land repurposing strategies and projects to address groundwater sustainability within their region
- Be consistent with the relevant Groundwater Sustainability Plan(s) for the region
- Be consistent with the MLRP program's goals and desired outcomes for plans (see below) as confirmed by DOC (DOC will coordinate with Agency Advisory Group)
- Prioritize projects that provide meaningful benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
  - Include a description of all disadvantaged communities in the region and the extent to which the program will benefit those communities
  - Identify a clear process for engaging disadvantaged communities in project development and implementation.
- Be developed in coordination with the applicable groundwater sustainability agency, farmers and ranchers, local/state/federal agencies, local disadvantaged communities, tribes, non-governmental organizations, and environmental justice organizations

Plan should:

- Be consistent with the best available state, regional, and local data (water, climate, habitat, etc).

### **Goals**

The primary goals of the Program are to:

## Multibenefit Agricultural Land Repurposing Plan Requirements

- Support coordinated, regional and basin-scale efforts to achieve groundwater sustainability in critically overdrafted basins and in high and medium priority basins where a state emergency drought declaration has been declared
- Support long-term repurposing of lands least viable for agriculture and multibenefit opportunities that convert land to less intensive water uses while maintaining natural and working lands
- --Provide short- and medium-term drought relief
- --Support regional efforts to sustain land-based economies that are impacted by groundwater sustainability measures
- Reduce groundwater use
- --Create or restore wildlife habitat and wildlife connectivity, including seasonal wetland habitat to replenish aquifers
- Improve groundwater supply, including through groundwater recharge, improved baseflows in rivers and streams, and groundwater supply improvement for fish and wildlife habitat
- Support nature-based solutions to reduce the impacts of hazards on lives, property, and the economy from overdrafted groundwater basins
- Provide benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
- Foster partnerships and collaboration among diverse entities to enable regional scale leadership to meet this program's goals
- --Develop scalable, transferable land repurposing models
- Support farmer, rancher, and farm worker leadership in multibenefit land repurposing strategies and project implementation
- --Provide flexible and efficient program administration so that grantees can lead expeditious and adaptive programs to meet their needs.

## Outcomes

Desired outcomes from the Plan's development and implementation include:

- Identification and prioritization of agricultural land repurposing strategies and projects that can be implemented at scale within their region
- A quantifiable estimate of project benefits, such as reduction in groundwater demand, quantity of recharge, stream flow improvement, or habitat acreage/quantity

## Multibenefit Agricultural Land Repurposing Plan Requirements

- Protection of long-term viability of agricultural economies through support for agricultural systems with flexible water demand and sustainable groundwater management
- Attainment of strong regional support for the Multibenefit Agricultural Land Repurposing Plan and identified projects through broad inclusion of stakeholders and partners
- Development and management of a broad collaborative structure and effective networks of partners and collaborators
- Coordination of agricultural land repurposing efforts across land ownerships
- Resource and habitat connectivity
- Identification of habitat restoration opportunities that are located adjacent to land with high habitat value and provide habitat for endangered plant or animal species
- Identification of adaptive management strategies to avoid adverse impacts on neighboring properties of repurposed lands
- Economic development planning to support regional land-based economies through sustainable groundwater management implementation
- Durable, long-term benefits that meet the program goals
- Short- and medium-term emergency groundwater demand reduction to address environmental or public health needs caused by drought
- Benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
- Tribes' ownership, co-ownership, co-management of, and access to the land
- Support for local jobs, local communities, small businesses, and local economies.

Desired outcomes from the priority projects identified in each Plan should be consistent with the outcomes listed for Land Repurposing Projects below.

# APPENDIX D

MULTIBENEFIT AGRICULTURAL LAND REPURPOSING PLAN REVIEW PACKET

## **Multibenefit Agricultural Land Repurposing Plan Review Packet**

This packet is intended to support block grantees and Department of Conservation (DOC) grant managers in the compilation and review of Multibenefit Agricultural Land Repurposing Plans (Repurposing Plans) developed using Multibenefit Land Repurposing Program (MLRP) funding.

**Instructions for grantee:** Please complete all sections of this packet **except** for those marked "DOC Grant Manager Review"/greyed out. Once you've completed all sections, submit this packet in Microsoft Word format, along with any supplemental documents required, to your grant manager for review.

When a completed packet is submitted, the grant manager will review the packet and either accept the plan as the final deliverable or return the packet to the grantee with a request for revisions and/or additional information.

## Review Summary

Basic Information		
Repurposing Plan Name		
Grantee		
Plan Preparer (if applicable)		
Groundwater Sub-basins		
Senate and Assembly Districts	Senate:	Assembly:
DOC Grant Manager		

DOC Grant Manager Review	
Packet Complete:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Repurposing Plan Accepted:	Yes <input type="checkbox"/> No (Revisions Required) <input type="checkbox"/>

## Existing Repurposing Plans

**Instructions for Grantee:** Existing plans may be used in lieu of developing a new Repurposing Plan to meet this deliverable requirement, at the discretion of the Department. Block grant recipients may also incorporate relevant portions of existing plans into their Repurposing Plan, as applicable, to meet the requirements of the program.

Complete this section to help your grant manager determine the extent to which any existing plans or portions of plans will be relied on to meet the requirements for this deliverable.

1. Does a comprehensive Repurposing Plan that meets the requirements of the program already exist for the region? ☐ Yes ☐ No

If yes, provide the name of the plan and complete the remainder of this packet based on that plan's contents: [Click or tap here to enter text.](#)

2. Will your plan rely on components of other plans to meet the MLRP plan requirements? ☐ Yes ☐ No

If yes, provide the following:

Plan name: [Click or tap here to enter text.](#)

Relevant Sections: [Click or tap here to enter text.](#)

Link to Plan: [Click or tap here to enter text.](#)

Briefly describe the components of the Repurposing Plan that each section above addresses: [Click or tap here to enter text.](#)

### DOC Grant Manager Review

Will the Grantee be using all of another plan to meet the requirements of this deliverable? ☐ Yes ☐ No

If yes, review the remaining document based on the contents of that plan.

If no, will the Grantee be using a portion of another plan to meet the requirements of this deliverable? ☐ Yes ☐ No

If yes, has the grantee clearly identified which MLRP plan requirements those components address? ☐ Yes ☐ No

**Reviewer comments:** [Click or tap here to enter text.](#)

## Packet Completeness Checklist

**Instructions for grantee:** Complete the below checklist for your Repurposing Plan. Grantees should provide all of the following for review unless a particular item is not relevant to the project.

### ALL PACKETS SHOULD INCLUDE THE FOLLOWING:

DOC GM	Grantee	Item
<input type="checkbox"/>	<input type="checkbox"/>	Draft Repurposing Plan
<input type="checkbox"/>	<input type="checkbox"/>	Best Practices for Disadvantaged Community Engagement Form(s)
<input type="checkbox"/>	<input type="checkbox"/>	Supplemental Documents <i>(if applicable)</i>

### DOC Grant Manager Review

**Reviewer Comments:** Click or tap here to enter text.

## Basic Repurposing Plan Information

**Instructions for Grantee:** When completing this section, please refer to [Guidelines](#) pages 5-7 for additional details regarding MLRP plan requirements. (Requirements for Round 1 and 2 grantees are the same.)

### Repurposing Plan Summary

Briefly describe the contents of your Repurposing Plan (1/2 page): Click or tap here to enter text.

### Planning Team

Did you partner directly with organizations in your region to develop your Repurposing Plan? ☐ Yes ☐ No

If yes, list the organizations and entities you partnered with in the development of your Repurposing Plan, and describe how those organizations contributed to the plan's development **or** provide a section reference for where this information is included in your plan: Click or tap here to enter text.

If no, provide a justification why: Click or tap here to enter text.

#### OPTIONAL:

Did you partner with other organizations or entities to develop your Repurposing Plan? ☐ Yes ☐ No

If yes, list any additional organizations or entities you partnered with in the development of your Repurposing Plan, and describe how those organizations contributed to the plan's development **or** provide a section reference for where this information is included in your plan: Click or tap here to enter text.

## Community Engagement

Was the Repurposing Plan developed in coordination with the following groups/communities:

The applicable groundwater sustainability agencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Farmers and ranchers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Local/state/federal agencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Local disadvantaged communities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Tribes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Non-governmental organizations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental justice organizations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Describe how each organization/group/community was involved in the process **or** provide a section reference for where this information is included in your Repurposing Plan. *(For disadvantaged community engagement, also complete the disadvantaged community engagement section below):* [Click or tap here to enter text.](#)

### Disadvantaged Community Engagement

Did you or a subgrantee utilize best practices for Disadvantaged Community Engagement when engaging communities in the development of your Repurposing Plan?

☐ Yes ☐ No

If yes:

Is the Best Practices checklist attached? ☐ Yes ☐ No

If the Best Practices checklist is not attached, describe how the disadvantaged community has been engaged in the Repurposing Plan's development, or refer to the section of the plan that details the engagement process you used: [Click or tap here to enter text.](#)

If no:

Describe how each disadvantaged community has been engaged in the Repurposing Plan's development, or refer to the section of the plan that details the engagement process you used: [Click or tap here to enter text.](#)

Were the recommendations/feedback provided by disadvantaged community members considered and included in a meaningful way in the plan?

☐ Yes ☐ No

If yes, describe how: [Click or tap here to enter text.](#)

Does the supporting documentation show disadvantaged community support for the Repurposing Plan?

☐ Yes ☐ No

Is supporting documentation attached?

☐ Yes ☐ No

Initials / Date

**DOC Grant Manager Review**

Did the block grantee partner directly with organizations in their region to develop the plan? ☐ Yes ☐ No

Was the Repurposing Plan developed in coordination with the applicable groundwater sustainability agency, farmers and ranchers, local/state/federal agencies, local disadvantaged communities, tribes, non-governmental organizations, and environmental justice organizations? ☐ Yes ☐ No

The grantee/subgrantee's engagement of relevant disadvantaged communities was:  
☐ Poor ☐ Fair ☐ Good ☐ Excellent

The grantee/subgrantee's consideration and inclusion of recommendations and feedback provided by disadvantaged community members in their plan was:  
☐ Poor ☐ Fair ☐ Good ☐ Excellent

**Reviewer Comments:** Click or tap here to enter text.

## Repurposing Plan Requirements

**Instructions for Grantee:** When completing this section, keep in mind that the combination of strategies and projects selected will be unique to your region and must be identified in coordination with the applicable groundwater sustainability agency, farmers and ranchers, local/state/federal agencies, local disadvantaged communities, tribes, non-governmental organizations, and environmental justice organizations.

### Strategy and Project Types

Does the plan identify and prioritize land repurposing strategies and projects to address groundwater sustainability within your region? ☐ Yes ☐ No

If yes, check the strategies and projects prioritized within your Repurposing Plan (*check all that apply*) and briefly describe the priority level using the priority designations from your Repurposing Plan:

Strategies	Projects	Type	Priority
<input type="checkbox"/>	<input type="checkbox"/>	Habitat restoration	
<input type="checkbox"/>	<input type="checkbox"/>	Creation of multi-benefit recharge areas	
<input type="checkbox"/>	<input type="checkbox"/>	Restoring floodplains	
<input type="checkbox"/>	<input type="checkbox"/>	Transitioning irrigated land to dryland farming or non-irrigated rangeland	
<input type="checkbox"/>	<input type="checkbox"/>	Transitioning to less water intensive crops, including for native seed production	
<input type="checkbox"/>	<input type="checkbox"/>	Planting cover crops or conservation cover	
<input type="checkbox"/>	<input type="checkbox"/>	Reestablishment of tribal land uses	
<input type="checkbox"/>	<input type="checkbox"/>	Implementation of tribal cultural practices	
<input type="checkbox"/>	<input type="checkbox"/>	Facilitation of renewable energy projects that have an overall net GHG reduction	
<input type="checkbox"/>	<input type="checkbox"/>	Creation of parks or community recreation areas	
<input type="checkbox"/>	<input type="checkbox"/>	Incentive payments to landowners, farmers, and ranchers	
<input type="checkbox"/>	<input type="checkbox"/>	Land acquisitions to facilitate land repurposing and protect repurposed land uses	
<input type="checkbox"/>	<input type="checkbox"/>	Voluntary land transfers to tribes or qualified public entities to facilitate land repurposing and protect repurposed land uses	
<input type="checkbox"/>	<input type="checkbox"/>	Easement acquisitions, including conservation easement and flood easement acquisitions, to facilitate land repurposing and protect repurposed land uses	
<input type="checkbox"/>	<input type="checkbox"/>	Other: Click or tap here to enter text.	

Additional Information: Click or tap here to enter text.

Initials / Date

**Consistency with the region's Groundwater Sustainability Plan**

**Instructions for Grantee:** When completing this section, keep in mind that not all groundwater sustainability plans (GSPs) address land repurposing. In those cases, land repurposing efforts should not conflict with strategies outlined in the GSP.

Is the project consistent with the relevant GSP? ☐ Yes ☐ No

If yes, provide the groundwater sustainability plan's name, list the relevant sections of the GSP, and describe how the Repurposing Plan is consistent with those sections.: [Click or tap here to enter text.](#)

If the GSP does not address land repurposing, describe how the Repurposing Plan supports strategies that are outlined in the GSP/does not conflict with those strategies: [Click or tap here to enter text.](#)

**DOC Grant Manager Review**

Does the Repurposing Plan identify and prioritize land repurposing strategies and projects to address groundwater sustainability within the region? ☐ Yes ☐ No

If incentive payments to landowners, farmers, and ranchers is checked, are those payments linked to at least one other, non-acquisition project type?

☐ Yes ☐ No ☐ N/A

*Only answer questions (a) and (b) if you checked "yes" above:*

(a) Are those payments based on the conservation outcomes achieved and the duration of the benefit provided?

☐ Yes ☐ No ☐ N/A

(b) Did the grantee work with DOC on the development of those incentive payments?

☐ Yes ☐ No ☐ N/A

If an acquisition or land transfer box is checked, will those projects be linked to at least one non-acquisition project type?

☐ Yes ☐ No ☐ N/A

Is the Repurposing Plan consistent with the relevant GSP(s) for the region?

☐ Yes ☐ No

**Reviewer Comments:** [Click or tap here to enter text.](#)

## Program Goals

**Instructions for Grantee:** Complete this section to determine if your Repurposing Plan is consistent with the program's goals. Repurposing Plans do not need to explicitly address all of the program's goals to be accepted, but rather must be generally consistent or not conflict with those goals.

Check the goals that the Repurposing Plan explicitly addresses:

DOC GM	Grantee	Goals
<input type="checkbox"/>	<input type="checkbox"/>	Supports coordinated, regional and basin-scale efforts to achieve groundwater sustainability in critically overdrafted basins and in high and medium priority basins where a state emergency drought declaration
<input type="checkbox"/>	<input type="checkbox"/>	Supports long-term repurposing of lands least viable for agriculture and multi-benefit opportunities that convert land to less intensive water uses while maintaining natural and working lands
<input type="checkbox"/>	<input type="checkbox"/>	Provides short- and medium-term drought relief
<input type="checkbox"/>	<input type="checkbox"/>	Provides benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
<input type="checkbox"/>	<input type="checkbox"/>	Supports regional efforts to sustain land-based economies that are impacted by groundwater sustainability measures
<input type="checkbox"/>	<input type="checkbox"/>	Reduces groundwater use
<input type="checkbox"/>	<input type="checkbox"/>	Creates or restores wildlife habitat and wildlife connectivity, including seasonal wetland habitat to replenish aquifers
<input type="checkbox"/>	<input type="checkbox"/>	Improves groundwater supply, including through groundwater recharge, improved baseflows in rivers and streams, and groundwater supply improvement for fish and wildlife habitat
<input type="checkbox"/>	<input type="checkbox"/>	Supports nature-based solutions to reduce the impacts of hazards on lives, property, and the economy from overdrafted groundwater basins
<input type="checkbox"/>	<input type="checkbox"/>	Fosters partnerships and collaboration among diverse entities to enable regional scale leadership to meet this program's goals
<input type="checkbox"/>	<input type="checkbox"/>	Develops scalable, transferable land repurposing models
<input type="checkbox"/>	<input type="checkbox"/>	Supports farmer, rancher, and farm worker leadership in multi-benefit land repurposing strategies and project implementation

For those goals that the Repurposing Plan does not explicitly address, describe how the Repurposing Plan is consistent or does not conflict with those goals: [Click or tap here to enter text.](#)

### DOC Grant Manager Review

Is the Repurposing Plan consistent with the program goals? ☐ Yes ☐ No

**Reviewer Comments:** [Click or tap here to enter text.](#)

## Repurposing Plan Outcomes

**Instructions for Grantee:** Complete this section to determine if development and anticipated implementation of your Repurposing Plan is consistent with the program's identified outcomes for Repurposing Plan development and implementation. Development and implementation of your Repurposing Plan does not need to explicitly address all of the program's desired outcomes to be approved, but rather should maximize the number of desired outcomes achieved to the greatest extent feasible.

*Check the outcomes that development and implementation of the Repurposing Plan explicitly address:*

Development	Implementation	Outcome
<input type="checkbox"/>	<input type="checkbox"/>	Identification and prioritization of agricultural land repurposing strategies and projects that can be implemented at scale within their region
<input type="checkbox"/>	<input type="checkbox"/>	A quantifiable estimate of project benefits, such as reduction in groundwater demand, quantity of recharge, stream flow improvement, or habitat acreage/quantity
<input type="checkbox"/>	<input type="checkbox"/>	Benefits to disadvantaged communities and socially disadvantaged farmers and ranchers
<input type="checkbox"/>	<input type="checkbox"/>	Protection of the long-term viability of agricultural economies through support for agricultural systems with flexible water demand and sustainable groundwater management
<input type="checkbox"/>	<input type="checkbox"/>	Attainment of strong regional support for the Multibenefit Agricultural Land Repurposing Plan and identified projects through broad inclusion of stakeholders and partners
<input type="checkbox"/>	<input type="checkbox"/>	Development and management of a broad collaborative structure and effective networks of partners and collaborators
<input type="checkbox"/>	<input type="checkbox"/>	Coordination of agricultural land repurposing efforts across land ownerships
<input type="checkbox"/>	<input type="checkbox"/>	Resource and habitat connectivity
<input type="checkbox"/>	<input type="checkbox"/>	Identification of habitat restoration opportunities that are located adjacent to land with high habitat value and provide habitat for endangered plant or animal species
<input type="checkbox"/>	<input type="checkbox"/>	Identification of adaptive management strategies to avoid adverse impacts on neighboring properties of repurposed lands
<input type="checkbox"/>	<input type="checkbox"/>	Economic development planning to support regional land-based economies through sustainable groundwater management implementation
<input type="checkbox"/>	<input type="checkbox"/>	Durable, long-term benefits that meet the program goals
<input type="checkbox"/>	<input type="checkbox"/>	Short- and medium-term emergency groundwater demand reduction to address environmental or public health needs caused by drought
<input type="checkbox"/>	<input type="checkbox"/>	Tribes' ownership, co-ownership, co-management of, and access to the land
<input type="checkbox"/>	<input type="checkbox"/>	Support for local jobs, local communities, small businesses, and local economies

**DOC Grant Manager Review**

Did the development of the plan result in desired outcomes listed above?

☐ Yes☐ No

Will implementation of the Repurposing Plan result in outcomes consistent with the desired outcomes identified for Repurposing Plans?

☐ Yes☐ No

Overall, is the development and implementation of the Repurposing Plan consistent with the desired outcomes identified for the program?

☐ Yes☐ No

**Reviewer Comments:** [Click or tap here to enter text.](#)

**Outcomes for Projects Identified in the Repurposing Plan**

**Instructions for Grantee:** Desired outcomes from the priority projects identified in each Repurposing Plan should be consistent with the outcomes listed for Land Repurposing projects. Complete this section to confirm that projects identified in your Repurposing Plan are consistent with the outcomes listed below. Individual projects do not need to explicitly address all of the below outcomes; however, the projects identified in the Repurposing Plan should maximize outcomes to the greatest extent feasible and prioritize those projects that create disadvantaged community benefits.

*Check the outcomes addressed by projects identified in the Repurposing Plan:*

	Outcome
<input type="checkbox"/>	Reduced groundwater use
<input type="checkbox"/>	Increased groundwater recharge
<input type="checkbox"/>	Improved baseflows in rivers and streams
<input type="checkbox"/>	Transition of land to less water intensive, regenerative uses while maintaining natural and working lands
<input type="checkbox"/>	Creation and/or restoration of wildlife and pollinator habitat and/or migratory species' resources
<input type="checkbox"/>	Protection of cultural resources
<input type="checkbox"/>	Improved water quality
<input type="checkbox"/>	Land use agreements to accomplish prioritized opportunities
<input type="checkbox"/>	Quantified achievement of multiple benefits of the program
<input type="checkbox"/>	Incorporated participation from multiple partners, collaborators, and funding sources
<input type="checkbox"/>	Replicability and scalability
<input type="checkbox"/>	Integrated benefits to disadvantaged communities and tribes
<input type="checkbox"/>	Increased community outreach, involvement, and education
<input type="checkbox"/>	Increased regional workforce development opportunities and support of local business
<input type="checkbox"/>	Diversified economic opportunities
<input type="checkbox"/>	Other: Click or tap here to enter text.

**DOC Grant Manager Review**

Are the projects identified in the Repurposing Plan consistent with the outcomes listed for land repurposing projects? ☐ Yes ☐ No

**Reviewer Comments:** Click or tap here to enter text.

**Disadvantaged Community Benefits**

**Instructions for Grantees:** Within your Repurposing Plan, you must prioritize projects that provide meaningful benefits disadvantaged communities, include a description of all disadvantaged communities in the region and the extent to which the program will benefit those communities, and identify a clear process for engaging disadvantaged communities in project development and implementation. Answer the following questions to assist your grant manager in determining whether your Repurposing Plan meets the following requirements.

Does your Repurposing Plan provide a description of all disadvantaged communities in the region and the extent to which the program will benefit those communities?

☐ Yes☐ No

Provide the section and page number(s) within your Repurposing Plan where this information is located: [Click or tap here to enter text.](#)

Does your Repurposing Plan identify a clear process for engaging disadvantaged communities in project development and implementation?

☐ Yes☐ No

Provide the section and page number(s) within your Repurposing Plan where this information is located: [Click or tap here to enter text.](#)

Does your Repurposing Plan prioritize projects that provide meaningful benefits to disadvantaged communities and socially disadvantaged farmers and ranchers?

☐ Yes☐ No

If yes, list the projects that are likely to provide benefits and the benefits to be provided by those projects to the relevant disadvantaged communities **and/or** provide the section(s) and page number(s) within your Repurposing Plan where this information is located: [Click or tap here to enter text.](#)

If yes, do those prioritized projects and the benefits they provide align with the benefits identified and prioritized by the disadvantaged communities and socially disadvantaged farmers and ranchers those projects impact? ☐ Yes ☐ No

**DOC Grant Manager Review**

Did the grantee identify each disadvantaged community within their planning area?

☐ Yes☐ No

The grantee's description of each disadvantaged community was:

☐ Poor☐ Fair☐ Good☐ Excellent

Does the grantee's Repurposing Plan identify a clear process for engaging disadvantaged communities in project development and implementation?

☐ Yes☐ No

The grantee's process for engaging disadvantaged communities is:

☐ Poor☐ Fair☐ Good☐ Excellent

Does the Repurposing Plan prioritize meaningful benefit to the disadvantaged communities described?

☐ Yes

☐ No

**Reviewer Comments:** Click or tap here to enter text.

## Additional Information

### Best Available Data

**Instructions for Grantees:** Repurposing Plans should be consistent with the best available state, regional, and local data (e.g., water, climate, habitat, etc.). Please provide the following information about the data used in your Repurposing Plan:

- List each dataset
- Provide the date the data was released or updated
- Provide the date the data was collected
- Indicate whether the data meets data acquisition and data quality standards:

Copy and paste the below template as needed to include additional datasets.

Dataset 1: Click or tap here to enter text.

Date data was released/updated: Click or tap here to enter text.

Date data was collected: Click or tap here to enter text.

Does the data meet data acquisition and quality standards: Click or tap here to enter text.

Dataset 2: Click or tap here to enter text.

Date data was released/updated: Click or tap here to enter text.

Date data was collected: Click or tap here to enter text.

Does the data meet data acquisition and quality standards: Click or tap here to enter text.

Dataset ...: Click or tap here to enter text.

Date data was released/updated: Click or tap here to enter text.

Date data was collected: Click or tap here to enter text.

Does the data meet data acquisition and quality standards: Click or tap here to enter text.

How did you identify these datasets? Click or tap here to enter text.

Was there any data that was not readily available? If so, how did you go about obtaining this data or addressing this gap in your Repurposing Plan? Click or tap here to enter text.

### DOC Grant Manager Review

Is the Repurposing Plan consistent with the best available data relevant to the Repurposing Plan?

☐ Yes

☐ No

**Reviewer comments:** Click or tap here to enter text.

**MLRP Implementation Funding Priorities**

**Instructions for Grantees:** While not required within the Repurposing Plans, inclusion of the following topics within your plan will expedite review of priority projects for approval of MLRP implementation funding. Please complete the following sections with this in mind.

*Agricultural Viability*

Does the Repurposing Plan prioritize projects to be conducted on lands that are least viable for irrigated agriculture?

☐ Yes☐ No

Briefly describe the methodology used to make this determination: Click or tap here to enter text.

*Resource Connectivity*

Does the Repurposing Plan prioritize projects that contribute to resource connectivity (e.g., connectivity of habitat, agricultural landscapes, renewable energy centers, etc.)?

☐ Yes☐ No

If yes, describe: Click or tap here to enter text.

**DOC Grant Manager Review**

Does the Repurposing Plan prioritize projects conducted on lands least viable for agriculture?

☐ Yes☐ No

Does the Repurposing Plan prioritize projects that will contribute to resource connectivity?

☐ Yes☐ No

**Reviewer comments:** Click or tap here to enter text.

# APPENDIX E

## WESTSIDE SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

Link to Westside Subbasin Groundwater Sustainability Plan: [Sustainable Groundwater Management Act \(SGMA\) Portal - Department of Water Resources \(ca.gov\)](#)