

Memorandum of Understanding
Regarding Completion of the Central Sierra Healthy Soils Program

This Memorandum of Understanding (MOU) is entered into by and among the Placer County Resource Conservation District (Placer RCD), Amador County Resource Conservation District, Tuolumne County Resource Conservation District, Sloughhouse Resource Conservation District, Lower Cosumnes Resource Conservation District, Georgetown Divide Resource Conservation District, Florin Resource Conservation District, El Dorado County Resource Conservation District, and Calaveras County Resource Conservation District (hereafter known collectively as “Central Sierra Region RCDs”).

RECITALS

WHEREAS, Placer RCD has been awarded funding (hereafter referred to as “Agreement”) from the California Department of Food & Agriculture to complete the *Central Sierra Healthy Soils Program*, (hereafter referred to as “Project”) in partnership with the Central Sierra Region RCDs; and

WHEREAS, each Board of Directors of the Central Sierra Region RCDs will cooperatively work together through this MOU for the purposes of completing the Project; and

WHEREAS, the Project is a multi-jurisdictional effort to provide technical assistance and increase regional implementation of conservation management practices that improve soil health, sequester carbon and reduce atmospheric greenhouse gases (GHGs); and

WHEREAS, the Central Sierra Region RCDs have identified the Project as valuable toward meeting its collective mission and goals; and

WHEREAS, Public Resources Code Section 9408(b) states: Resource Conservation Districts may cooperate with counties and cities on resource issues of local concern. It is the intent of the Legislature to encourage Districts to facilitate cooperation among agencies of government to address resource issues of local concern; and

WHEREAS, Public Resources Code Section 9409 states: The directors may make improvements or conduct operations on public lands, with the cooperation of the agency administering and having jurisdiction thereof, and on private lands, with the consent of the owners thereof, in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization, including, but not limited to, terraces, ditches, levees, and dams or other structures, and the planting of trees, shrubs, grasses, or other vegetation.

TERMS

THEREFORE, the Central Sierra Region RCDs mutually agree as follows:

- 1) The signatories to this MOU commit to cooperatively working together to complete the Project.
- 2) The Central Sierra Region RCDs will adhere to the conditions of the Project as described in Exhibit A (attached hereto and incorporated herein).
- 3) Nothing in this MOU shall obligate any signatory to transfer or commit any funds.
- 4) The signatories to this MOU may terminate, or otherwise amend this MOU at any time by mutual written consent signed by all signatories to this MOU.

- 5) Any signatory may withdraw from this MOU effective upon thirty (30) days written notice to all other signatories. The MOU shall be amended to memorialize the withdrawal.
- 6) This MOU shall terminate when the Project is deemed complete by November 30th, 2027 or by mutual written consent of the Central Sierra Region RCDs, whichever occurs first.
- 7) This MOU will become effective as of the latest date shown below on the signature page.
- 8) Florin Resource Conservation District will allow Central Sierra Region RCDs to work within their district boundaries for the Project but will not be required to allocate staff time or costs to the Project.
- 9) Placer RCD will provide Project status updates to the Central Sierra Region RCDs Quarterly

IN WITNESS WHEREOF, each undersigned hereby agrees to be an active participant in the ***“Central Sierra Healthy Soils Program”*** and agrees to comply with the terms of this MOU as of the effective date.

PLACER COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
 Claudia Smith - President, Board of Directors

Date: _____

AMADOR COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
 Steve Q. Cannon - President, Board of Directors

Date: _____

TUOLUMNE COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
 Kirk Ford - Chair, Board of Directors

Date: _____

SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT

By: _____
 Herb Garms - Chair, Board of Directors

Date: _____

LOWER COSUMNES RESOURCE CONSERVATION DISTRICT

By: _____

Date: _____

President, Board of Directors

GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT

By: _____
Tim Palmer - President, Board of Directors

Date: _____

FLORIN RESOURCE CONSERVATION DISTRICT

By: _____
Tom Nelson - Chair, Board of Directors

Date: _____

EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
Chuck Mitchell - President, Board of Directors

Date: _____

CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT

By: _____
Julia Marsili - President, Board of Directors

Date: _____

Attachments:

Exhibit A: Placer RCD Funding Agreement with the California Department of Food & Agriculture

Exhibit A

**PLACER RCD FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD &
AGRICULTURE**

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
23-0655-000-SO

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
PLACER COUNTY RESOURCE CONSERVATION DISTRICT
- The Agreement Term is: December 1, 2023 through November 30, 2027
- The maximum amount of this Agreement is: \$4,000,000.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Advance Payments	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

RECIPIENT'S NAME (Organization's Legal Name)
PLACER COUNTY RESOURCE CONSERVATION DISTRICT

BY (Authorized Signature) 	DATE SIGNED 11/28/2023
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PRINTED NAME AND TITLE OF PERSON SIGNING
SARAH JONES, EXECUTIVE DIRECTOR

ADDRESS
11641 BLOCKER DRIVE, SUITE 120, AUBURN, CALIFORNIA 95603

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) 	DATE SIGNED Digitally signed by Laura H. Rodriguez Date: 2023.12.06 07:50:17 -08'00'
--	--

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
**1220 N STREET, ROOM 120
SACRAMENTO, CA 95814**

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 Healthy Soils - Block Grant Pilot Program

Project Title: Central Sierra Healthy Soils Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Michael Wolff	Name:	Sarah Jones
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	PLACER COUNTY RESOURCE CONSERVATION DISTRICT
Address:	1220 N Street, Room 162-1	Address:	11641 BLOCKER DRIVE, SUITE 120
City/State/Zip:	Sacramento CA 95814	City/State/Zip :	AUBURN, CALIFORNIA 95603
Phone:		Phone:	530-390-6680
Email Address:	cdfa.HSP_Tech@cdfa.ca.gov	Email Address:	sarah@placerrcd.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Silvia Nogen /Andrey Spiridonov	Name:	BRIAN PIMENTEL
Division/Branch:	Executive/ Office of Environmental Farming and Innovation	Organization:	PLACER RCD
Address:	1220 N Street, Room 162-1	Address:	11641 Blocker Dr. # 120
City/State/Zip:	Sacramento CA 95814	City/State/Zip:	Auburn, CA 95603
Phone:		Phone:	530-390-6680
Email Address:	cdfa.HSP_Tech@cdfa.ca.gov	Email Address:	brian @placerrcd.org

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	DONNA THOMASSEN
Organization:	PLACER RCD
Address:	11641 Blocker Dr # 120
City/State/Zip:	Auburn, CA 95603
Phone:	530-390-6680
Email Address:	donna@placerrcd.org

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Grant Procedures Manual

The Recipient agrees to abide by all requirements and restrictions provided in the Grant Procedures Manual incorporated with this Agreement as an attachment.

28. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

ADVANCE PAYMENTS

1. Requirements for payment

Advance payments will be made under this agreement upon submission of properly certified advance payment request by the recipient, and approval by the CDFA (Department)'s grant manager identified in Exhibit A of this agreement, or their designee.

The amount of the advance payment request submitted shall not exceed the amount necessary for project expenses for a three-month period. Failure to liquidate advance payments within the three-month period may result in denial of future advance payment requests.

The amount of the advance payment shall never exceed \$1,000,000.00 or reduce the project balance below 10 percent of the total award.

The Recipient shall apply terms similar to this clause to any advance payments to subcontractors/sub recipients.

2. Federally insured, interest bearing account

Advance payments shall be deposited into a federally insured interest-bearing account that provides the ability to track interest earned and withdrawals. Interest earned during a six-month period shall be remitted to the department.

3. Use of funds

The Recipient may use advance payment funds only to pay for costs approved in the scope of work that are properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be, subject to any applicable sections of Title 3, California Code of Regulations, Division 1, Chapter 5: Grant Administration and the List of Allowable and Unallowable Items of Cost pursuant to Section 330.2 of the Final Grant Administration regulations.

4. Reporting and Invoicing

The Recipient must submit invoices, and/or reports accounting for the use of advance payments at least quarterly and no more frequently than monthly. The grant manager may require that reports and invoices may include backup documentation for costs incurred, project activities accomplished, and interest earned on advance funds.

5. Repayment to the Department

At any time, the Recipient may repay all or any part of the funds advanced. Whenever requested in writing to do so by the administering office, the Recipient shall repay to the Department any part of unliquidated advance payment considered by the administering office to exceed the Recipient's current requirements or the amount specified in paragraph (1) of this clause.

6. Maximum payment

If the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceeds \$1,000,000.00, the Department shall withhold further payments to the Recipient. On completion or termination of the agreement, the Department shall deduct from the amount due to the Recipient all unliquidated advance payments and all interest charges payable. If previous payments to the Recipient exceed the amount due, the excess amount shall be paid to the Department on demand.

7. Unallowable advance payment requests

Advance payment is not allowable in the following circumstances:

- A. An existing advance is not completely liquidated.
- B. The advance will reduce the project balance below 10 percent of the award amount.
- C. An unresolved invoice dispute exists.
- D. Resolution of an audit or agreed-upon-procedure finding of overpayment, unallowable costs, inadequately supported costs, or unsupported costs is pending.
- E. The project is not current in invoicing or reporting.
- F. The project is in the final three months of the project duration.
- G. Additional conditions imposed prohibit an advance payment.
- H. Advance payment is otherwise prohibited by law or grant program requirements.

8. Default

- A. If any of the following events occur, the Department may, by written notice to the Recipient, withhold further payments on this Agreement:
 - i. Termination of this Agreement for cause
 - ii. A finding by the grant manager that the Recipient has failed to –
 - 1. Observe any of the conditions of the advance payment terms;
 - 2. Comply with any material term of this Agreement;
 - 3. Make progress or maintain a financial condition adequate for performance of this Agreement; or
 - 4. Avoid delinquency in payment of taxes or of the costs of performing this Agreement in the ordinary course of business.
 - iii. The commission of an act of bankruptcy.
- B. In the event of default, the Department may seek any and all remedies as described in sections 15 through 18 of the general terms and conditions of this agreement.



**California Department of Food and Agriculture
Healthy Soils - Block Grant Pilot Program
Scope of Work**



Application ID#: 50139

Grant Recipient: Placer County Resource Conservation District

Agreement Term: 12/01/2023 – 11/30/2027

Project Budget: \$4,000,000.00

Primary Contact: Sarah Jones

Secondary Contact: Brian Pimentel

Fiscal Contact: Donna Thomassen

Lead Organization Address: 11641 Blocker Drive, Suite 120, Auburn, CA, 95603

Program Background:

The Healthy Soils - Block Grant Pilot Program is part of the Healthy Soils Program (HSP), which stems from the California Healthy Soils Initiative, a collaboration of state agencies and departments that promotes the development of healthy soils on California's farmlands and ranchlands. The Block Grant Pilot Program is designed to facilitate financial assistance to California agricultural operations through regional block grant administrators.

1. Project Details

Lead Organization: Placer County Resource Conservation District

Partner Organization(s): Amador Resource Conservation District, El Dorado Resource Conservation District

Project Title: Central Sierra Healthy Soils Program

Project Summary: This block grant is led by Placer Resource Conservation District. The block grant has Amador Resource Conservation District, El Dorado Resource Conservation District as partner organizations. The total award is for \$4,000,000.00 in funding. The county(s) this block grant will serve are as follows: Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, and Tuolumne. The block grant expects to award 50 on-farm projects to grant beneficiaries. The block grant will provide technical assistance in the following languages: English, Spanish, Hmong, Punjabi, Mandarin.

Counties Served: Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, and Tuolumne



California Department of Food and Agriculture
Healthy Soils - Block Grant Pilot Program
Scope of Work



Languages Served: English, Spanish, Hmong, Punjabi, Mandarin

On-farm Project Selection Process: First come, first serve with administrative and technical review. Prioritization given to geographic distribution, SDFR applications. Minimum 25% of project funding will be reserved for SDFR applicants.

Approximate Number of On-farm Projects: 50

Approximate Cost per On-farm Project: \$68,000.00

Commitment to spend 25% of the technical assistance fund on Socially Disadvantaged Farmers and Ranchers (SDFRs): Yes

2. Reporting

To document initiation of on-farm projects, Recipients will be required to submit:

- Letter of commitment from the Grant Beneficiary.
- On-farm project level information using [HS Block Grant On-Farm Project reporting template](#). Information to be submitted includes grantee contact details and RePlan Report project design details.
- RePlan Reports for each proposed on-farm project

On-farm project information will be submitted to CDFA on a rolling basis as projects are selected

The Recipient will submit detailed quarterly Progress Reports to CDFA identifying tasks and activities accomplished in the reporting period. The Recipient will submit quarterly invoices. CDFA will provide a reporting template, invoice template, and schedule.

BGRs will be responsible for on-farm project implementation and verifications - the BGR is expected to retain all documentation of practice implementation for on-farm projects. CDFA may review up to 25% of awarded on-farm projects for their completeness and documentation. CDFA may opt to review additional projects if deemed necessary. CDFA staff, or its representative, may request a field visit to verify program compliance during the grant agreement term.

Quarterly Progress Reports may include but is not limited to the following:

- Details and status of each on-farm project



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- Documentation of practices implemented, including but not limited to:
 - i. Soil organic matter reports for on-farm projects
 - ii. Additional verification documentation such as geotagged photos of practice implementation for on-farm projects. Please note, verification documentation may not be collected for all on-farm projects each quarter, however BGRs are expected to retain all documentation of practice implementation
- Funds disbursed
- Changes and delays encountered for each on-farm project
- Number of projects that were provided technical assistance
- Number of SDFR's assisted
- Number of farms or ranches of 500 acres or less assisted
- Technical assistance activities, including TA funding benefitting SDFRs

Final Report and Project Verification

- Each on-farm project must have geotagged photos of implemented practices.
- At the close of the grant agreement term or when all project activities have been completed, the BGR will submit a final report. The final report will include high-level metrics such as total number of on-farm projects implemented, number of SDFR on-farm projects, funding to assist SDFRs, and GHG benefits. The metrics in the final report should be updated from the proposed project designs to reflect actually implemented practices, acreage, GHG benefits, etc.
- BGRs will submit at least three, one-page case studies highlighting Grant Beneficiaries who have successfully implemented HSP projects. Case studies will include Grant Beneficiary remarks, practice implementation photos, GHG savings metrics, and a description of the project. BGR's will ensure that featured producers consent to CDFA using the case studies in promoting HSP, including but not limited to website, print and social media channels.



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3. List of Attachments

The following attachments are incorporated in the Scope of Work. The attachments are incorporated by reference in this Agreement as submitted in the grant application in the online submission system. In some cases, changes were made based upon consultation between CDFA and the Block Grant Recipient, conducted after the Block Grant Recipient was notified of their selection for award.

Attachment 1: Workplan

Attachment 2: Budget Worksheet



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Attachment 1: Workplan



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Program Deliverable	Activity Name	Description	Start Quarter	End Quarter	Person(s) or Group Name performing activity*	Job title
Outreach	Phase 1: Harvesting Contacts	Within the initial ten days of the project period, an RCD Partnership outreach meeting will be conducted to identify influential leaders and organizations. This phase aims to establish fruitful partnerships through existing connections and new collaborations, explicitly focusing on cultivating a strong referral network for SDFRs.	Grant Term Start	Grant Term Start	Liana Vitousek, Brian Pimentel, Andrew Justus- Fritz, Maia Davis, Molly Taylor, and all RCD Partners	Outreach Specialist, Ag Program Coordinator, Ag Program Manager, El Dorado RCD TAP, Amador RCD TAP, RCD Partners
Outreach	Phase 2: Creating	This phase, lasting two weeks, will involve the development of various outreach materials, including flyers, social media collateral, press releases, and presentation slides for information meetings. We will also create a user-friendly, multilingual interest form and establish a dedicated multilingual helpline to streamline communication.	Grant Term Start	Q1 2024	Liana Vitousek, Brian Pimentel, Andrew Justus- Fritz	Outreach Specialist, Ag Program Coordinator, Ag Program Manager



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Program Deliverable	Activity Name	Description	Start Quarter	End Quarter	Person(s) or Group Name performing activity*	Job title
Outreach	Phase 3: Implementation	During this phase, an RCD Partnership meeting will be held to discuss the implementation strategy and allocate tasks. It will involve disseminating crucial information through outreach events and channels such as social media, Craigslist, radio, and print media. Additionally, we will conduct essential on-the-ground fieldwork to follow up on SDFR referrals and forge strong connections within the targeted communities. At least eight (8) informational meetings and presentations will be provided. The RCD Partnership will participate in at least sixteen (16) outreach events.	Grant Term Start	Q2 2024	Liana Vitousek, Brian Pimentel, Andrew Justus-Fritz, Maia Davis, Molly Taylor, and all RCD Partners	Outreach Specialist, Ag Program Coordinator, Ag Program Manager, El Dorado RCD TAP, Amador RCD TAP, RCD Partners
Outreach	Translate Material	Translation of outreach material	Grant Term Start	Q1 2024	TBD	TBD
On-farm project development	Application Assistance	Assisting Grant Beneficiaries with project design, GHG emissions reductions and co-benefit estimations using tools provided by the program. site visits, creating workplan, planning with replan and comet planner, submitting applications. If prepared this task may start Q4 of 2023.	Q1 2024	Q3 2024	Mark White, Brian Pimentel, Maia Davis, Molly Taylor	Conservation Planner, Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP



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Program Deliverable	Activity Name	Description	Start Quarter	End Quarter	Person(s) or Group Name performing activity*	Job title
On-farm project selection & approval		administrative review to determine whether application is complete, program requirements were met	Q1 2024	Q4 2024	Andrew Justus-Fritz, Anne Solik	Ag Program Manager, Nevada RCD Executive Assistant
On-farm project selection & approval		technical review to evaluate the feasibility and overall likelihood of project success, including selection of HSP practices associated with suitable crop/land type, a clear and proper project design, a reasonable implementation timeline (work plan), and the correct estimation of GHG emission reductions and carbon sequestration.	Q1 2024	Q4 2024	Mark White, Brian Pimentel, Maia Davis, Molly Taylor	Conservation Planner, Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP
On-farm project selection & approval	Tiered system monitoring and allocation.	Monitor approved projects to fulfil tiered award system. Tier 1: 1 project awarded in every county within the service area. Tier 2: 25% of funds will be reserved for SDFR. Tier 3: Projects will be approved on a first come first serve basis. ** if SDFR projects do not accumulate to 25% of on farm grants, then remaining money will move to tier 3.	Q1 2024	Q4 2024	Brian Pimentel	Ag Program Coordinator



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Program Deliverable	Activity Name	Description	Start Quarter	End Quarter	Person(s) or Group Name performing activity*	Job title
On-farm project selection & approval	Contracts	Creating contracts, and coordinating with Grant Beneficiaries.	Q3 2024	Q4 2024	Brian Pimentel, Kate Espinola, Donna Thomassen	Ag Program Coordinator, Executive Assistant, Administration and Finance Manager
On-farm project implementation	TA to BG's	Assisting Grant Beneficiaries with all activities related to on-farm implementation of project activities including, but not limited to working with service providers for implementation of healthy soils practices. Communicating with vendors and/or facilitating discussions between Grant Beneficiaries and vendors.	Q3 2024	Grant Term End	Mark White, Brian Pimentel, Maia Davis, Molly Taylor	Conservation Planner, Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP
On-farm project implementation	Soil Sampling	Assisting Grant Beneficiaries in taking soil samples per program guidelines	Q3 2024	Grant Term End	Mark White, Brian Pimentel, Maia Davis, Molly Taylor	Conservation Planner, Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP



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Program Deliverable	Activity Name	Description	Start Quarter	End Quarter	Person(s) or Group Name performing activity*	Job title
On-farm project implementation	Project design and budget revisions.	Assisting with potential on-farm project design and budget revisions. Assisting Grant Beneficiaries in collecting implementation documents, invoicing, and matching funds coordination. Such assistance may include a variety of activities including, but not limited to, gathering receipts and records of plant species selected, compost analysis reports and soil testing, and/or project oversight and post-project reporting.	Q3 2025	Grant Term End	Mark White, Brian Pimentel, Maia Davis, Molly Taylor	Conservation Planner, Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP
On-farm project verification	Practice Verification	Coordinate with Grant Beneficiaries to verify contracted practices were successfully implemented per program requirements. Assisting gathering practice information, Taking photos, and soil test results.	Q3 2024	Grant Term End	Mark White, Brian Pimentel, Maia Davis, Molly Taylor	Conservation Planner, Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP
Disbursement of Funding		Disburse funding to partners and Grant Beneficiary or directly to vendors by utilizing advances and reimbursements from CDFA.	Q3 2024	Grant Term End	Kate Espinola, Donna Thomassen	Executive Assistant, Administration and Finance Manager



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Program Deliverable	Activity Name	Description	Start Quarter	End Quarter	Person(s) or Group Name performing activity*	Job title
Reporting	CDFA Reports, Progress reporting.	Synthesis of data collection, writing CDFA reports, submitting invoices.	Entire Grant Term	Entire Grant Term	Brian Pimentel, Kate Espinola, Donna Thomassen	Ag Program Coordinator, Executive Assistant, Administration and Finance Manager
Training	Attend Trainings/ Communication with CDFA	Attend required trainings provided by CDFA and maintain communication with CDFA.	Entire Grant Term	Entire Grant Term	Brian Pimentel, Maia Davis, Molly Taylor, Kate Espinola, Donna Thomassen	Ag Program Coordinator, El Dorado RCD TAP, Amador RCD TAP, Executive Assistant, Administration and Finance Manager



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Attachment 2: Budget Worksheet



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Category	Item Type	Name	Grant-Funded Amount	Narrative
A. On-Farm Grants	Non-Personnel	Funds distributed to Grant Beneficiaries	\$3,390,360.76	Funds distributed to Grant Beneficiaries Estimate 50 projects with an average of \$68,000 per project (actual on-farm project cost may vary).
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Personnel	Disbursement of Funding	\$90,504.96	Personnel Wages and Fringe Benefits: Finance Manager – about 416hrs Administrative Assistant – about 416hrs Ag Program Coordinator – about 416hrs
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Personnel	On Farm Project Selection and Approval	\$12,540.24	Personnel Wages and Fringe Benefits Ag Program Coordinator – about 104hrs Ag Program Manager – about 80hrs



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Category	Item Type	Name	Grant-Funded Amount	Narrative
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Personnel	Outreach Plan	\$22,763.86	Personnel Wages and Fringe Benefits Outreach Specialist – about 223hrs Ag Program Coordinator – about 68hrs Ag Program Manager – about 73hrs
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Personnel	Project Verification & Progress Reporting	\$52,706.80	Personnel Wages and Fringe Benefits Ag Program Coordinator – about 800hrs Conservation Planner – about 40hrs
B1. Personnel Salary and Wages, and Fringe Benefits - Administration	Personnel	Training and Communication	\$32,121.30	Personnel Wages and Fringe Benefits: Finance Manager – about 10hrs Administrative Assistant – about 100hrs Ag Program Coordinator – about 400hrs
B2. Personnel Salary and Wages, and Fringe Benefits - Technical Assistance	Personnel	On Farm Project Development	\$12,835.80	Personnel Wages and Fringe Benefits: Ag Program Coordinator – about 190hrs Conservation Planner - about 45hrs
B2. Personnel Salary and Wages, and Fringe Benefits - Technical Assistance	Personnel	Project Implementation	\$36,952.00	Personnel Wages and Fringe Benefits: Ag Program Coordinator – about 560hrs Conservation Planner – about 100hrs
C1: Travel - Administration	Non-Personnel	Mileage	\$1,000.00	Travel required for outreach and project verification.
C2: Travel - Technical Assistance	Non-Personnel	Mileage	\$1,200.00	Mileage for on project development and project implementation



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Category	Item Type	Name	Grant-Funded Amount	Narrative
D2. Supplies and Equipment - Technical Assistance	Non-Personnel	Computers for farmer applications	\$2,000.00	Purchase 2 computers for farmers to use for application development. Since our service area is large, one computer will be located in each location (Placer RCD and Amador RCD)
D2. Supplies and Equipment - Technical Assistance	Non-Personnel	Soil Sampling Equipment	\$3,000.00	Equipment for producers and TAPs to use for soil sampling
E1. Contractual - Administration	Non-Personnel	Mileage	\$2,000.00	Mileage for outreach and project verification
E1. Contractual - Administration	Personnel	On Farm Project Selection and Approval	\$10,978.18	Personnel Wages and Fringe Benefits: Nevada RCD Executive Assistant – about 80hrs Amador TAP – about 67hrs El Dorado TAP – about 67hrs
E1. Contractual - Administration	Personnel	Outreach Plan	\$43,978.18	Personnel Wages and Fringe Benefits: Amador TAP – about 50hrs El Dorado TAP – about 50hrs Translation Service – about 128hrs Contracted Outreach non-partner RCDs – approximately 343hrs Website Development – about 13hrs



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Category	Item Type	Name	Grant-Funded Amount	Narrative
E1. Contractual - Administration	Personnel	Project Verification & Progress Reporting	\$56,455.57	Personnel Wages and Fringe Benefits: Amador TAP – about 312hrs El Dorado TAP – about 50hrs
E1. Contractual - Administration	Personnel	Training and Communication	\$2,663.50	Personnel Wages and Fringe Benefits: Amador TAP – about 25hrs El Dorado TAP – about 25hrs
E2. Contractual - Technical Assistance	Non-Personnel	Mileage	\$1,200.00	TA mileage for On Farm Project Development and Project Implementation
E2. Contractual - Technical Assistance	Personnel	On Farm Project Development	\$31,128.30	Personnel Wages and Fringe Benefits: Amador TAP – about 180hrs El Dorado TAP – about 211hrs
E2. Contractual - Technical Assistance	Personnel	Project Implementation	\$71,682.70	Personnel Wages and Fringe Benefits: Amador TAP – about 540hrs El Dorado TAP – about 615hrs
G1. Indirect Cost - Administration	Non-Personnel	Indirect	\$81,928.15	25% Indirect for all grant Admin Line Items
G2. Indirect Cost - Technical Assistance	Non-Personnel	Indirect	\$39,999.70	25% Indirect for all grant TA Line Items



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Budget Summary

Item	Grant Funding Requested	Percent of Total Funding
Technical Assistance Expense – B2, C2, D2, E2, G2	\$199,998.50	5.00%
Administrative Expense – B1, C1, E1, G1	\$409,640.74	10.24%
On-Farm Projects - A	\$3,390,360.76	84.76%
Total Funding Requested	\$4,000,000.00	100.00%