

# LAFCO

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**Santa Barbara Local Agency Formation Commission**  
105 East Anapamu Street ♦ Santa Barbara CA 93101  
805/568-3391 ♦ FAX 805/568-2249  
www.sblafco.org ♦ lafco@sblafco.org

December 11, 2025 (Agenda)

Local Agency Formation Commission  
105 East Anapamu Street  
Santa Barbara CA 93101

**Consider Grant Agreement, and sub-agreements to implement the Work Plan, and Budget with California Department of Conservation for the Santa Barbara County Agriculture and Natural Resource Initiative**

Dear Members of the Commission

RECOMMENDATION

It is recommended that the Commission Consider authorizing and granting authority to Executive Officer to enter into a Grant Agreement, and sub-agreements to implement the Work Plan, and Budget with California Department of Conservation (DOC) regarding Sustainable Agricultural Lands Conservation Planning Grant for the Santa Barbara County Agriculture and Natural Resource Initiative.

DISCUSSION

The Commission adopted Resolution 25-05 authorizing Santa Barbara County LAFCO to serve as lead applicant for the sustainable agricultural lands conservation planning grant with the Department of Conservation. Under this resolution authority was also granted for your Executive Officer to be the agent to accept the award of grant funding and to, execute and submit all documents. On October 8, 2025 the Department of Conservation voted unamously to award four planning grant applications. The next step in the process is to enter into a grant agreement. The following attachment is a draft grant agreement for Commission discussion and action to authorize your Executive Office to enter into the grant agreement and identify Natasha and Amber as Delegate authorized signatories in the event of my absence. In addition, today's action would also authorize your Executive Officer to contract sub-agreements with consultants to implement the the Work

Plan and Budget regarding the Santa Barbara County Agriculture and Natural Resource Initiative work.

Finally, the Final Work Plan and Budget may be slightly revised to allow allocation of more time and funding to complete Task 1 Stakeholder Planning Process nearly doubling the hours estimated to complete the work. The overall Budget would not change. This allocation would likely reduce Task 2 Mapping, by approximately \$20,000 from cost or a combination of other amounts to increase the work in Task 1 and also extending the timeline by 2-months.

**Conclusion.** The SALC's goal is to have the grant agreement by January 2026. No work completed prior to the grant start date (date of last signature) may be reimbursed. DOC staff will meet with grantee teams monthly once the grant has started. Periodic status updates will be provided as each work tasks are accomplished. Final sub-contracts with SALC Team to work on each main Task and sub-task will likely come together as needed to meet the goals of the grant.

Attachments

Attachment A – Draft Planning Grant Agreement w/ revised Budget & Work Plan

Please contact the LAFCO office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Prater", with a horizontal line extending to the right.

Mike Prater  
Executive Officer

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

GRANT AGREEMENT NUMBER:  
3025-901  
FISCaI NUMBER:

1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and Santa Barbara Local Agency Formation Commission ("Grantee").
2. The Grant Agreement Term is: From [redacted] through [redacted]  
(Or upon execution of this Grant Agreement by both parties, whichever is later)
3. The maximum amount of this Grant Agreement is: \$500,000
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:

Exhibit A, Scope of Work	4 Pages
Attachment 1: Authorized Signatory Form	1 Page
Attachment 2: Work Plan	[redacted] Page
Attachment 3: Final Report Template	1 Page
Exhibit B, Budget Detail and Payment Provisions	3 Pages
Attachment 4: Budget Detail Worksheet	[redacted] Page
Attachment 5: Invoice Template	2 Pages
Exhibit C, General Terms and Conditions	3 Pages
Exhibit D, Special Terms and Conditions	6 Pages
Exhibit E, Award Letter	1 Page
Exhibit F, Guidelines	120 Pages

**Commented [CM1]:** To be Determined. Staff's goal is to have all projects in grant agreement come January 2025

**Commented [CM2]:** Staff will input once draft is finalized.

**Commented [CM3]:** Staff will input once draft is finalized.

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

**GRANTEE**

GRANTEE'S NAME: Santa Barbara Local Agency Formation Commission  
BY (Authorized Signature) DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING  
Mike Prater, Executive Officer

ADDRESS [redacted]  
105 E. Anapamu Street, Rm 407 Santa Barbara, CA 93101

**Commented [CM4]:** Please input authorized signatory information and the address where all billing will be sent. Please do not sign at this time. Staff will route through docusign for signatures upon completion of final draft of this agreement.

**STATE OF CALIFORNIA**

Agency Name: Department of Conservation  
BY (Authorized Signature) DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING  
Jennifer Lucchesi, Director

ADDRESS  
715 P Street MS 1904 Sacramento, CA 95814

## **Exhibit A, Scope of Work**

### **1. Grant Program Background**

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

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

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

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

The Council released the final Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on October 31, 2024 (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and was awarded a grant to fund the project described in the application. The Santa Barbara County Agriculture and Natural Resource Initiative will create a memorandum of agreement between the different jurisdictions within the county to support future decision making and consensus for agricultural and

natural resource conservation. The project will be supported by mapping efforts and extensive outreach. The project is subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Agreement.

### 3. Authorized Signers

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

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

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

### 4. Project Representatives

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

#### Department

Name: Cassidy McSurdy  
Title: Grant Manager\*  
Phone Number: (916) 907-2905  
Email: Cassidy.mcsurdy@conservation.ca.gov

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

#### Grantee

Name: Mike Prater  
Title: Executive Officer  
Phone Number: 805-568-3391  
Email: lafco@sblafco.org

Name: Natasha Lopez

**Commented [CM5]:** Please input information for any authorized signatories.

Title: Analyst/Clerk  
Phone Number: 805-680-2550  
Email: natasha@sblafco.org

Name: Amber Holderness  
Title: Legal Counsel  
Phone Number: 805-570-2955  
Email: aholderness@countyofsb.org

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

#### **5. Grantee Responsibilities**

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with the Budget Detail Worksheet (Attachment 4), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 8.
- C. Submitting invoices for reimbursement using the Invoice Template (Attachment 5), including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report Template (Attachment 3).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

## **6. Document Submission**

### **A. Electronic Mail**

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

### **B. Correspondence**

Correspondence and documents must be submitted via email:  
Cassidy.McSurdy@conservation.ca.gov

## **7. Reporting Requirements**

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

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

**Attachment 1: Authorized Signatory Form**

**Commented [CM6]:** Please input all authorized signatory information. Do not sign at this point. DOC will route for signatures via docuSign.

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.

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**Grantee Authorized Signatory:**

**Name:** Mike Prater **Title:** Executive Officer  
**Signature:** **Date:** 11/6/25

**Delegated Authorized Signatories:**

1. **Name:** Natasha Lopez **Title:** Analyst/Clerk  
**Signature:** **Date:** 11/6/25

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

2. **Name:** Amber Holderness **Title:** Legal Counsel  
**Signature:** **Date:** 11/6/25

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

**Attachment 2: Work Plan**

**Commented [CM7]:** DOC to input.

[Work plan submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

Attachment 2: Work Plan

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

Santa Barbara Local Agency Formation Commission  
3025-901  
Agricultural Lands Conservation Planning Grant  
Page 8 of 26

Attachment 2: Work Plan

**Attachment 3: Final Report Template**

Date Submitted:

Grantee Name Mike Prater

Grant Number: 3025-901

Project Title The Santa Barbara County Agriculture and Natural Resource Initiative

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

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

**Name:**

**Title:**

**Signature:**

**Date:**

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

### **1. Payment**

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement. Invoices may not be submitted within the first 60 days of the Grant Agreement execution date.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see Exhibit B, Section 5.

### **2. How to Submit Invoices**

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- C. A request for payment shall consist of:
  - 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. Submit a summary of matching funds spent on the project during the invoice period. Supporting documentation (e.g., timesheets, activity logs, invoices, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).

- E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

### **3. Invoice Dispute**

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

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

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

### **5. Cost Principles**

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

### **6. Travel Reimbursement**

Travel may not be reimbursed in accordance with the Guidelines (Exhibit F).

### **7. Budget Modification**

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

### **8. Amendments**

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

**Attachment 4: Budget Detail Worksheet**

**Commented [CM8]:** DOC to input.

[Budget detail worksheet submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement.

**Attachment 5: Invoice Template**

Date:

California Department of Conservation  
 Division of Land Resource Protection  
 Attn: [Grant Manager]  
 [Grant Manager Email Address]  
 Cc: DLRPInvoices@conservation.ca.gov

Grant Number: Invoice #  
 Invoice Period:  
 Total Invoice Amount:

Remit to: [Grantee name]  
 [Grantee mailing address]

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
<i>Staff</i>					
<i>Subcontractor</i>					
<b>Current Total</b>					
Cumulative Total					
Allocated Total					

Work Plan Task #	Description of Work Completed
1	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>
2	
3	

4	
---	--

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

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

**Name:**

**Title:**

**Signature:**

**Date:**

## **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 all signatures have been obtained.

### **2. Amendment**

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit A, Section 3 or 4, or Exhibit B, Section 7 or 8. 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.

#### **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.

## **Exhibit D, Special Terms and Conditions**

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

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

### **2. Subcontractors**

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

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

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

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

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

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

## **5. Dispute Resolution**

### **A. Invoice Disputes**

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by email within fifteen (15) days of receipt of the disputed invoice. Grant Manager will indicate why the invoice is disputed and outline the steps necessary to remedy the issues identified in their email.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

### **B. General Disputes**

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

### **C. Contesting a Dispute Decision**

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
  - a. The Grant Agreement number
  - b. A complete description of the basis for the dispute

- c. Legal authority or pertinent facts, supporting arguments and documentation
- d. Action requested for resolution

The "Notice of Dispute" shall be sent to:

Shanna Atherton-Bauer, Division Director

Shanna.Atherton@conservation.ca.gov  
Cc: 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:
  - a. The decision made
  - b. An explanation for the decision
  - c. Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

#### **6. Termination**

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

#### **7. Waiver of Rights**

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

#### **8. Insurance Requirements**

Exhibit D, Special Terms and Conditions

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
  - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
  - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

### **9. Stop Work**

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

## 10. Publicity

Grantee agrees that it will acknowledge support of the California Strategic Growth Council, California Climate Investments, and Department of Conservation 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:

*"Funds for [Project name or type] were made available through the California Strategic Growth Council's Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Invest dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."*

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 California Strategic Growth Council, California Climate Investments, and Department of Conservation should be tagged on all posts related to activities under this Grant Agreement.

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

## 11. Drug-Free Workplace Certification

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

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

Exhibit D, Special Terms and Conditions

### Exhibit E, Award Letter

DocuSign Envelope ID: 0A3A0D7F-A9A3-41D6-9A9D-E9945E5D051A



Gavin Newsom, Governor  
Jennifer Lucchesi, Director

October 10, 2025

Mike Prater, Executive Director  
Santa Barbara LAFCO

Via Email to: [lafco@sblafco.org](mailto:lafco@sblafco.org)

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

Dear Mike:

Thank you for your planning grant application to Round 10 of the Sustainable Agricultural Lands Program solicitation. The Department of Conservation received \$2 million in planning grant applications. We are pleased to have received quality proposals demonstrating a strong commitment to local and regional planning efforts that protect and restore agricultural lands at risk of conversion to other uses.

It is my pleasure to inform you that your proposal, The Santa Barbara County Agriculture and Natural Resource Initiative, has been awarded \$500,000 in project funding.

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

To orient incoming grantees to the SALC grant process, the Department will host a webinar at 11AM on November 4, 2025. The webinar will cover steps to entering into a grant agreement and tips for completing your planning grant with the Department. Please RSVP by October 31, 2025.

We look forward to working with you and wish you success in implementing your work plan. Should you have any questions, please contact Cassidy McSurdy, grant manager, at [Cassidy.McSurdy@conservation.ca.gov](mailto:Cassidy.McSurdy@conservation.ca.gov).

Thank you for your interest in our program!

Sincerely,

*Shanna Atherton-Bauer*

Shanna Atherton-Bauer  
Director, Division of Land Resource Protection

State of California Natural Resources Agency | Department of Conservation  
801 K Street, MS 14-15, Sacramento, CA 95814  
[conservation.ca.gov](http://conservation.ca.gov) | T: (916) 324-0850 | F: (916) 327-3430

Exhibit E, Award Letter

**Exhibit F, Guidelines**

Guidelines begin on next page.

**Commented [CM9]:** DOC will attach guidelines after signatures.

Exhibit F, Guidelines

**Work Plan**

**Grantee Name: Santa Barbara LAFCO**

<b>Task</b>	<b>Timeline [Start and End</b>	<b>Deliverable</b>
<b>Task 1 Stakeholder Planning Process</b>		
Subtask A - develop a comprehensive analysis of existing regulatory policies status including GP, Climate Action Plans, etc.	2 months January - March 2026	Final list of relevant regulations, policies and related source material
Subtask B - identify and review regulations and policy documents relevant to agricultural lands conservation within Santa Barbara County.	10 months January 2026-October 2026	Final list of relevant regulations, policies and related source material
Subtask C - Convene committees to discuss and address inconsistencies in policies relevant to agricultural lands conservation in Santa Barbara County.	2 months October 2026-December 2026	Meeting agendas, notes.
Subtask D - Summarize existing policies, highlighting gaps, overlap, and redundancies.	2/1/2027	Summary document
Subtask E -Draft summary of findings.	3/1/2027	Final draft summary of findings
<b>Task 2 Mapping</b>		
Subtask A: Update and expand the Online Mapping Resources (Blueprint Atlas)	12 Months January 2026-December	Vastly improved Santa Barbara County Conservation Blueprint Atlas, with at least 100 new or updated GIS layers
Subtask B: Engage with stakeholders and partners to analytically map relative priority for agricultural conservation (includes co-benefits)	12 Months April 2026-March 2027	Environmental Evaluation Modeling System online (EEMSONline.org) that can be interacted with by stakeholders and end users, with the ability to turn on and off co-benefit calculation.
Subtask C: Pursue a similar process for mapping relative cost benefit of increasing housing on each parcel (both currently developed and undeveloped) in the area of analysis.	6 Months October-March 2027	EEMSONline.or map of this issue, with the ability to map only costs or benefits
Subtask D: Document and communicate methods and how to use the results and tools.	6 Months December-May 2027	Report, recorded presentation available online, and at least 2 educational workshops about how to use project tools and related
<b>Task 3 Community Alignment</b>		
Subtask A: Developing Outreach Plan	2 months March-May 2026	Inclusive stakeholder and/or community engagement and outreach activities
Subtask B: Forming partner and stakeholder groups	18 months January 2026-June 2027	consensus-building activities that provide general education about agricultural land conservation, information about the proposed project, and details outlining the opportunities for input and participation in the process. Tasks include: one-on-one
Subtask C: Host mapping workshops	4-6 months June 2026-October 2026	Stakeholder meetings to support proposed modeling/mapping. Supporting the protocols, reviewing previous tools, and feedback for
Subtask D: Community Informed	2 months October - December 2026	Sharing mapping workshop findings and data with community stakeholder groups

<b>Task 4 MOA Framework</b>		
Subtask A - With Stakeholder participation, develop outline for Development Standards and indicate the process for zoning and evaluating future development as a guide post.	12 months January 2027-October 2027	A more solution-based decision making processes that proactively address issues, clarify the intentions of each jurisdiction with regard to approving future development and providing services to the Sphere of Influence, increase the level of trust between the City and County, improve the working relationship that will result in a more coordinated and informed decision-making process for both the City and County, and ultimately a Sphere of Influence that is more meaningful in terms of what annexations may entail and when those annexations might occur.
Subtask B - Clarify the intent of the City and the County with regard to the development of an area and provide a structure for continued discussion and dialogue.	4 months July 2027-October 2027	Consultation through project referrals on land use applications, Land Use approvals and CEQA documentation.
Subtask C - Consideration of a draft Memorandum of Agreement	6 months October 2027-December 2027	Draft MOA
<b>Task 5 Administration</b>		
Subtask A - Grant administration (e.g., invoicing, invoice review, document signing).	24 months	Invoices, Signed contract, <b>final report</b>

Budget Detail Worksheet:

Grantee Name: Santa Barbara LAFCO

Grant #: 3025-901

Budget Item	Units (if applicable)	Rate (if applicable)	Program Reimburseme nt Request	Grantee Match	Grand Total
<b>Task 1 Stakeholder Planning Process</b>					
Consultant (not to exceed)		*Per RFP	\$ 36,000	\$ 5,000	\$ 41,000
LAFCO Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ -	\$ 5,000	\$ 5,000
		**Varies. See rates below.			
Subtotal			\$ 36,000	\$ 10,000	\$ 46,000
<b>Task 2 Mapping, Analysis, and Support</b>					
Consultant (not to exceed)		*Per RFP	\$ 175,000	\$ -	\$ 175,000
Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ -	\$ -	\$ -
Subtotal			\$ 175,000	\$ -	\$ 175,000
<b>Task 3 Community Alignment</b>					
Project Partners (not to exceed)		*Per RFP	\$ 134,000	\$ -	\$ 134,000
Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ 8,000	\$ -	\$ 8,000
Stakeholder Support (for under-resourced constituents to	Up to 20	\$100/hr	\$ 20,000	\$ -	\$ 20,000
Spanish Translation/Facilitation			\$ 20,000		\$ 20,000
Subtotal			\$ 182,000	\$ -	\$ 182,000
<b>Task 4 MOA Framework</b>					
Consultant (not to exceed)		*Per RFP	\$ 55,000	\$ 25,000	\$ 80,000
LAFCO Staff (See rate information below in Table 2)		**Varies. See rates below.		\$ 10,000	\$ 10,000
		**Varies. See rates below.			
Subtotal			\$ 55,000	\$ 35,000	\$ 90,000
<b>Task 5 Adminstration</b>					
Consultant (not to exceed)		*Per RFP	\$ -	\$ -	\$ -
LAFCO Staff (See rate information below in Table 2)		**Varies. See rates below.	\$ 40,000	\$ 5,000	\$ 45,000
Subtotal			\$ 40,000	\$ 5,000	\$ 45,000
<b>Other Expenses</b>					
Travel		Varies	\$ 4,000	\$ -	\$ 4,000
Meeting expenses		Varies	\$ 5,000	\$ -	\$ 5,000
Other (describe)		Varies	\$ 3,000	\$ -	\$ 3,000
Subtotal			\$ 12,000		\$ 12,000
<b>Grand Total</b>			<b>\$ 500,000</b>	<b>\$ 50,000</b>	<b>\$ 550,000</b>
<b>TABLE 2: RATES DETAIL</b>					
Title	Rate (\$/hour)	Notes			
<b>Staff /Consultant Rates</b>		**Hours will vary by position. Amount for reimbursement not to exceed amount stipulated and allocated by workplan tasks. *Total amount not to exceed that which is listed in this budget component of the grant agreement.			
Executive Officer (LAFCO)	\$90.00				
Analyst/Clerk (LAFCO)	\$58.00				
Consultants	\$200.00				