

Agricultural Resilience Incentive (ARI) Grant Program

Policies and Procedure Guide and Application



Administered by the
Department of Planning and Development

Purpose and Funding

The County of Santa Clara Board of Supervisors established the Agricultural Resilience Incentive (ARI) Grant Program in 2019 with the purpose of providing voluntary financial incentives to farmers and ranchers who are stewarding agricultural lands in the County for enhanced natural resource management and climate change resilience and mitigation.

The ARI grant program serves as a catalyst for regional efforts to increase the beneficial ecosystem services provided by agriculture and specifically to advance climate change goals by improving soil health and sequestering atmospheric carbon. In doing so, the program aims also to increase the resilience of the agricultural community.

The voluntary financial incentives made available through the ARI grant program enable farmers and ranchers to adopt or experiment with improved agricultural resource management practices and, in exchange, the County and its residents benefit from cost-effective resource management that can reduce greenhouse gas emissions, improve agricultural resilience, and deter sprawl development. Over time these soil health practices will accrue value to the agricultural operation as well, improving water and nutrient management, among other benefits.

The County of Santa Clara Department of Planning and Development (Department) administers the ARI grant program on behalf of the County. The Board of Supervisors (Board) awards grants on a competitive basis and is not obligated to fund any ARI project, even if the Project has been deemed eligible or recommended for funding. The Board may award an amount that is different from the amount requested or recommended.

The Board has appropriated \$220,000 from the General Fund for the pilot ARI grant program, with a maximum of 10% to be used in conducting public outreach, application review, and outcome evaluation. The Department will conduct outreach and application review in partnership with local technical experts.

Project Eligibility

Applicants must submit an application (Appendix A) that demonstrates the fulfillment of these two conditions:

1. The project takes place on agricultural lands within Santa Clara County; and
2. The project consists of at least one approved management practice listed in Appendix B.

Applicant Eligibility

All managers and owners of agricultural operations are eligible to apply.

Property Owner Approval

Projects not located on property owned by the applicant must have written approval of the property owner. The property owner will be required to sign the grant funding agreement

if grant funds are awarded, unless that power is otherwise delegated by the property owner to the applicant in writing and notarized.

Project Scope and Total Cost Estimate

Applicants must elect to implement at least one approved management practice, as listed in Appendix B, and provide an *estimate* of the total cost of each elected practice as implemented in their specific operations. The total cost should equal the complete impact to an operation's finances from implementing a new management practice. Because the total cost is difficult to calculate, applicants are asked to provide their best estimate.

Such estimates might include the cost of labor, any new materials or equipment specific to the implementation of the proposed practices, maintenance of perennial plantings, depreciation of existing equipment, and input costs such as fuel or fertilizer. In other words, the total cost estimate should not include the purchase cost of existing or all-purpose equipment such as a tractor, but it should include the depreciation of that tractor for the project and the tractor fuel needed for the project.

Each approved practice has a corresponding Conservation Practice Standard (CPS) developed by the US Department of Agriculture, which must be followed in implementing the project scope. Multiple practices per application are encouraged and each practice requires its own total cost estimate. Multiple parcels may be included in one application. Only one application per parcel or multiple parcels per year is allowed.

A map will be required to delineate specific areas for each practice, prior to grant agreement execution. Technical assistance will be available to support applicants in the preparation of such maps.

Grant Project Bid

Each applicant will estimate the total cost of their proposed practices in addition to submitting a "bid" amount for each practice. The bid for each practice will be totaled to equal the full grant project bid.

The grant project bid is the dollar amount requested by an applicant to implement the practices under their proposed project scope - in other words, the bid is the price named by an applicant in order to fully implement the proposed practices. Successful project bids are unlikely to be *greater* than the total cost estimates.

Applicants are encouraged to consider discounting the long-term value being added to their operation when determining their grant project bid. Adopting the proposed practices is likely to improve soil health and induce savings from increased water efficiency and nutrient retention. This added value is particularly relevant to those applicants who own the subject property.

Applicants are also encouraged to consider applying for funding from existing state and federal programs for the same approved practices. Leveraging outside funding sources could lower requested bid amounts, increasing an application's competitiveness and extending limited County funds.

Grants will be awarded primarily on the basis of which proposals offer the most cost-competitive means of sequestering atmospheric carbon by improving soil health or increasing woody biomass by planting perennials. In other words, the applicant who proposes a project with the highest rate of carbon sequestration for the lowest grant project bid will be most likely to receive funding.¹

The maximum allowable grant project bid to be applied for is \$30,000, limited during this pilot program in order to evaluate the outcome of this approach.

Example application: An applicant proposes to implement two practices: (a) incorporating compost across their fields and (b) establishing a perennial hedgerow planting. The applicant estimates the total cost to be \$20,000 for executing both practices. Because the applicant was already considering an investment in hedgerows as a windbreak, and has seen compost application boost crop yields, the applicant proposes to implement these practices with a total grant project bid of \$14,500. This bid is lower than their total cost estimate of \$20,000, giving their application a competitive edge while still higher than other fixed-rate cost-share programs.

The cost-effectiveness for this proposal is determined by estimating the amount of atmospheric carbon sequestered by the project and then dividing the grant project bid by that amount. For example, if implementation of the two proposed practices in this application are estimated to sequester 1,000 metric tons of CO₂ and the grant project bid is \$14,500, that amount will be divided by 1,000 to reach a cost-effectiveness ranking for the project of \$14.50/ metric ton of CO₂. This ranking will be used in the selection process, described next.

Selection Process

1. All applications will be sorted by operation size into one of two categories, either (a) up to 40 acres, or (b) over 40 acres. If more than 75% of applications fall into one category, the median operation size of the applicant pool will be used instead. For example, if the median size is 80 acres, then the two categories will be above and below 80 acres. These two categories will be ranked separately in order to ensure that smaller farms are not definitively ruled out of competition due to scale.

¹ This name-your-price approach is known as a "reverse" auction, where multiple sellers self-determine the value of their service or product for one buyer, rather than multiple buyers bidding on a single item in a traditional auction.

Operation size consists of the total acreage managed by the applicant and will thus often be greater than the individual parcel or project size.

2. All applications will be reviewed and ranked using the provided information to calculate a soil and woody biomass carbon sequestration estimate, using the USDA’s online tool [COMET Planner](#), and with the support of technical experts. Applicants are not required to estimate carbon sequestration themselves.

Within the two size categories, applications will be ranked in order of the proposed projects’ cost effectiveness for sequestration. Each application’s grant project bid amount will be divided by the project’s estimated carbon sequestration, yielding a rate of sequestration for each project. Projects will be ranked higher based on a lower estimated price per metric ton of CO₂ sequestered.

For example:

	Grant project “bid” total	CO ₂ sequestration estimate	\$ / ton CO ₂	Rank
Jin’s Farm	\$2,000	300 tons CO ₂	6.67	1
Orin’s Orchard	\$15,000	900 tons CO ₂	16.67	2
Fran’s Ranch	\$6,000	330 tons CO ₂	18.18	3

Projects will be recommended for funding according to rank, drawing alternately from the large and small categories, starting with the most cost-effective. The total amount of County funds available for this pilot grant program is \$200,000.

3. Preference in ranking will be given to project proposals with additional ecosystem values and co-benefits. Preference will be conferred using points that lift an application’s ranking. Technical experts will review each proposal and up to three points may be assigned for additional ecosystem values and co-benefits, depending on the practices proposed. *Given this ranking and selection process, the effect of these points will only impact the outcome of those projects with a ranking near the funding allocation cut-off.*
4. The Department’s funding recommendations will reflect the final ranking of projects. The Board of Supervisors will make final approval and execute the grant agreements. The Board is not required to follow the Department’s funding recommendations.

Execution of Grant Agreement

After award of the grant and prior to disbursement of funds, the grantee will execute the County’s grant funding agreement, which includes property owner approval, detailed

project scope, total cost estimate, grant project bid, and related application materials. A grant funding agreement template is attached as Appendix C.

The scope of work and bid cannot be changed once the grant is awarded and the grant funding agreement is executed. Grant applicants should carefully review the terms of the grant funding agreement template before submitting the application packet.

Timeline for Funding and Project Completion

All approved practices fall into two timeline categories: *annual* or *perennial*.

Annual practices occur once within the annual cycle of an agricultural operation and may be proposed to recur for up to three years within one project application, e.g., cover-cropping.

Perennial practices consist of an initial activity that is followed by several years of maintenance to ensure successful establishment, e.g., hedgerow planting.

A blend of these practices may be proposed in a single application.

Projects that consist of recurring annual practices (e.g., three consecutive years of cover-cropping) must be completed on a schedule proposed in the application and finalized in the executed grant agreement.

Perennial practices must be substantially underway within 18 months from the date of execution of the grant agreement. The grant agreement will require basic maintenance (e.g., weeding, irrigation) for up to several years depending on the establishment needs of the specific practice.

Funding for practices will be provided following execution of the grant agreement and in advance of implementation. Funding for recurring annual practices will be funded in annual increments according to the schedule finalized in the executed grant agreement.

Five percent (5%) of the total project funding will be held until project implementation is complete.

If the project cannot be completed within the required timeframe, the grantee may be required to return any unexpended funds to the County and may become ineligible for future applications. Unforeseen circumstances, like wildfire or drought, may permit additional flexibility in project implementation.

Technical Assistance and Implementation

Technical assistance will be available to support growers in developing their applications and project proposals and to grantees throughout implementation. In many cases, the models used to evaluate potential carbon sequestration and greenhouse gas reductions will require additional details, depending on the practices proposed. For example,

whether the project site is irrigated or non-irrigated cropland will impact the sequestration that results from growing a cover crop. Mapping will also support applications, for example, confirming whether a proposed project is adjacent to a riparian corridor, if relevant to the practice. Technical experts may reach out to applicants with clarifying questions during the review process to ensure that the evaluation of proposed projects are as accurate as possible.

Technical assistance providers will also perform site visits to ensure that the proposed project is being implemented and the terms of the grant agreement are being fulfilled. Advance notice of any such visits will be provided to the grantees.

If the proposed scope is not being implemented and the terms of the agreement are not being fulfilled the grantee may be required to return any unexpended funds to the County and may become ineligible for future applications.

At no cost to the grantee, technical assistance providers may conduct check-ins and before-and-after studies like soil testing in order to help the County better understand and quantify the positive impact of the project. The results of these studies will be made available to the grantee and any public use of the data will be anonymized.

Outcome Evaluation

Grantees will be required to complete an outcome evaluation form, including an actual accounting of the year-one cost of implementation for each practice. No changes will be made to the funding amount or grant agreement as a result of the actual cost; this information will only help to inform the County's understanding of the grant program and the total cost of implementing soil carbon sequestration.

Application Reservations

The County reserves the right to make changes to this application process without liability, obligation or requirement to pay any costs incurred by any applicant in applying for grant funding, including but not limited to:

1. Reject all applications without any reason for the rejection.
2. Ask the applicant to revise or modify their application.
3. Modify, in the final grant funding agreement, any terms and/or conditions described in this guide.
4. Terminate this process at any time.
5. Change any of the procedures or processes described in this guide.

Attachments:

Appendix A–Project Application

Appendix B–Approved Management Practices

Appendix C–Grant Funding Agreement Template



APPENDIX A

**Agricultural Resilience Incentive (ARI)
Grant Program Application**

Download this form and submit by e-mail to jfmorris@ucanr.edu

Farmer/Rancher Applicant

Name: _____ Phone: _____

Email: _____

Street Address: _____

Project Location

Name of Farm/Ranch: _____

Street Address: _____

Property Owner: _____ Phone: _____

Email: _____

Assessor's Parcel Number¹ (APN): _____

If Multiple APNs²: _____, _____

Total Farm/Ranch Operation Size: _____ acres

Combine all acreage under the applicant's agricultural operation, including other parcels.

Age of Farm/Ranch Operation: _____ years

History of Crops on Site(s): _____

History of Conservation Practices (if any): _____

¹ APNs can be looked up at www.sccpropertyinfo.org or by using an interactive map at: <https://tinyurl.com/sccpropertyinfo>

² If project is located on multiple APNs with different owners, please complete property owner information on additional sheets provided and attach to the Application.

Project Scope

Please complete using the guidance of the [ARI Grant Procedural Guide](#).

Management Practice ³	Acreage ⁴	Years ⁵	Total Cost Estimate	Bid

Total Grant Project Bid⁶ \$ _____

[Optional] Please comment on the difference (if any) between bid amounts and the total cost estimate: _____

I represent and warrant that this Application accurately describes the intended use of the requested grant to complete the management practices listed above and if such grant is awarded I shall comply with all terms and conditions of the ARI Grant Procedural Guide including the Grant Funding Agreement Template attached as Appendix C and all other Appendices.

I certify that I am the authorized representative of the farm/ranch to submit this Application and that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me from the grant program.

Signature or Initials of Applicant⁷

Date

[Download this form and submit by e-mail to jfmorris@ucanr.edu](mailto:jfmorris@ucanr.edu) or simply click here →

³ Please choose from the 27 pre-approved practices listed in the [ARI Grant Procedural Guide](#).

⁴ A map including APNs will be required to delineate specific areas for each practice, prior to grant agreement execution. Technical assistance will be available to support the preparation of these maps.

⁵ If any proposed practices are annual (e.g., cover crop, compost, prescribed grazing) please note the number of years proposed (1-3 years) and attach an implementation schedule for each.

⁶ Total Grant Project Bid not to exceed \$30,000.

⁷ Property owner consent will also be required for execution of the grant agreement.

APPENDIX B: Approved Management Practices

Management practices approved for ARI grant funding are aligned with those eligible under the California Department of Food and Agriculture’s Healthy Soils Program and quantifiable under the US Department of Agriculture’s Natural Resources Conservation Service (NRCS) [COMET Planner](#) online tool.

COMET Planner quickly evaluates the potential carbon sequestration and greenhouse gas reductions from adopting NRCS conservation practices, standardized through Conservation Practice Standards (CPS). Each ARI grant must be implemented following the CPS assigned to each practice.

There are currently 27 different eligible practices and many can be implemented concurrently. Some are annual practices, like compost application or cover-cropping, and some are perennial improvements, like planting woody plants as a hedgerow. The practices are categorized below by type of agricultural land

Additional information on these practices can be found by clicking the hyperlinks for each practice below, using the online [COMET Planner](#) tool, and in Appendix D (CA Healthy Soils Program Implementation Guidelines).

Grazing Lands

	Practice	Initial Implementation Timeline⁷	Estimated Sequestration Timeline⁸
1.	Compost Application*	1 - 3 years	1 - 3 years
2.	Hedgerow Planting	18 months	10 years
3.	Prescribed Grazing*	1 - 3 years	1 - 3 years
4.	Range Planting	18 months	10 years
5.	Riparian Forest Buffer	18 months	10 years
6.	Silvopasture	18 months	10 years
7.	Tree/Shrub Establishment	18 months	10 years
8.	Windbreak/Shelterbelt Establishment	18 months	10 years

* Denotes annual practices, which may be proposed to recur for up to three years.

⁷ This is the initial window of time for the practice to be implemented.

⁸ This is the number of years used to estimate carbon sequestration for each practice.

Annual Cropland

	Practice	Initial Implementation Timeline⁹	Estimated Sequestration Timeline¹⁰
1.	Alley Cropping	18 months	10 years
2.	Conservation Cover	18 months	3 years
3.	Compost Application*	1 - 3 years	1 - 3 years
4.	Conservation Crop Rotation*	1 - 3 years	1 - 3 years
5.	Contour Buffer Strips	18 months	3 years
6.	Cover Crop*	1 - 3 years	1 - 3 years
7.	Field Border	18 months	3 years
8.	Filter Strip	18 months	3 years
9.	Forage and Biomass Planting	18 months	3 years
10.	Grassed Waterway	18 months	3 years
11.	Hedgerow Planting	18 months	10 years
12.	Herbaceous Wind Barriers	18 months	3 years
13.	Mulching*	1 - 3 years	1 - 3 years
14.	Multistory Cropping	18 months	10 years
15.	Nutrient Management*	1 - 3 years	1 - 3 years
16.	No-Till*	1 - 3 years	1 - 3 years
17.	Reduced-Till*	1 - 3 years	1 - 3 years
18.	Riparian Forest Buffer	18 months	10 years
19.	Riparian Herbaceous Cover	18 months	3 years
20.	Strip-Cropping	18 months	3 years
21.	Tree/Shrub Establishment	18 months	10 years
22.	Vegetative Barriers	18 months	3 years
23.	Windbreak/Shelterbelt Establishment	18 months	10 years

* Denotes annual practices, which may be proposed to recur for up to three years.

⁹ This is the initial window of time for the practice to be implemented.

¹⁰ This is the number of years used to estimate carbon sequestration for each practice.

Perennial Cropland (i.e. Orchards and Vineyards)

	Practice	Initial Implementation Timeline¹¹	Estimated Sequestration Timeline¹²
1.	Compost Application*	1 - 3 years	1 - 3 years
2.	Conservation Cover	18 months	3 years
3.	Cover Crop*	1 - 3 years	1 - 3 years
4.	Filter Strip	18 months	3 years
5.	Hedgerow Planting	18 months	10 years
6.	Mulching*	1 - 3 years	1 - 3 years
7.	Nutrient Management*	1 - 3 years	1 - 3 years
8.	No-Till*	1 - 3 years	1 - 3 years
9.	Reduced-Till*	1 - 3 years	1 - 3 years
10.	Whole Orchard Recycling	18 months	3 years
11.	Windbreak/Shelterbelt Establishment	18 months	10 years

* Denotes annual practices, which may be proposed to recur for up to three years.

¹¹ This is the initial window of time for the practice to be implemented.

¹² This is the number of years used to estimate carbon sequestration for each practice.

APPENDIX C: Grant Funding Agreement Template

GRANT AGREEMENT FOR AGRICULTURAL RESILIENCE INCENTIVE GRANT PROGRAM

This Grant Agreement (“Agreement”) is made and entered into this ___ day of ___[insert month]___ 2020 (“Effective Date”) by and between the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to as the “County”), and _____[rancher/farmer name]_ (hereinafter referred to as “Grantee”). The County and the Grantee are each a “Party” and collectively the “Parties” to this Agreement.

RECITALS

WHEREAS, the Grantee signed and submitted an application to the County’s Department of Planning and Development (“Department”) for funding of agricultural management practices at [farm/ranch name and address]_____, as more fully described in the completed Project Scope of Work (Exhibit A), which is incorporated and made a part of this Agreement by reference herein (“Project”);

WHEREAS, the Grantee’s application to the Agricultural Resilience Incentive Grant Program (“Program”) proposed specific agricultural management practices designed to sequester carbon and provide other public benefits as part of the Grantee’s Project;

WHEREAS, the Board of Supervisors has found that the Project shall serve a public purpose of general County interest as an investment in agricultural conservation and climate change resilience and this shall further protect public health, safety, and welfare;

WHEREAS, the Board of Supervisors has approved the award of Program funds totaling \$__[award amount]_____ to Grantee provided Grantee complies with all terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the County and Grantee agree to the foregoing and as follows:

3. All Recitals contained herein above are incorporated into and made a part of this Agreement as terms and conditions.
4. Each Party’s obligations are contingent upon (i) the Project application for funding submitted by the Grantee being received by the Department and approved by the Board of Supervisors; and (ii) the Grantee receiving a disbursement of Program funds.
5. The Grantee warrants and represents that it shall expend all Grant Funds in accordance with the terms of this Agreement and the Agricultural Resilience Incentive Policies and Procedures Guide (the “Guide”) (Exhibit B) attached and incorporated herein by this reference.

SECTION 1. GRANTEE RESPONSIBILITIES

Grantee shall perform or cause to be performed the complete Project Scope of Work delineated in Exhibit A. Within one hundred eighty (180) days of disbursement of funds by County, Grantee shall implement the Project and maintain it for the Term of this Grant Agreement. Grantee shall allow scheduled site visits by County staff or contractors to verify implementation progress and shall cooperate with the County to schedule these periodic visits. Other grantee responsibilities include record keeping and disclosure as detailed in section five below and completing an outcome evaluation form as specified in Exhibit C within one hundred eighty (180) days of project implementation.

SECTION 2. DISBURSEMENT OF FUNDS

- d) Expenses. The Grantee shall bear all expenses related to the consideration, application, and implementation of the Project even if such expenses exceed the amount estimated or requested in the approved Application.
- e) Taxes. The Grantee shall pay the taxes lawfully levied upon it by any governmental entity. In no event shall the County be liable for the payment of any taxes related to this Agreement.

SECTION 3. NOTICES

Any notices provided pursuant to this Agreement shall be sent by regular mail to the respective parties addressed as follows:

COUNTY OF SANTA CLARA

Michael Meehan

Program Manager

County of Santa Clara

70 W. Hedding St., 7th Floor, East Wing

San Jose, CA 95110

Phone: (408) 299-5775

GRANTEE

Contact & title

Department

Address, City & Zip

Phone

SECTION 4. INDEMNIFICATION

To the maximum extent allowed by law, Grantee shall indemnify, defend and hold harmless the County and its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Grant Agreement by the Grantee and/or its agents, employees or sub- contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

SECTION 5. RECORD KEEPING

Grantee shall maintain records, including original receipts and invoices, demonstrating compliance with the Grant Agreement and with conditions associated with matching funds (if any) for a period of five (5) years. The County may request these records, which shall be provided no later than five (5) business days after request. Grantee shall further comply with any reasonable requests for information about project activities and any reporting requested by the County, and any audit or investigation regarding the proper use of funds.

SECTION 6. ACKNOWLEDGEMENT

Grantee shall acknowledge disbursement by County by email to the County's Project Manager no later than five (5) business days after receipt.

SECTION 7. TERM OF AGREEMENT

This Grant Agreement is effective as of the date of its full execution and shall terminate five (5) years from its date of execution. The County may terminate this Grant Agreement immediately and without prior notice for convenience at any time, for any reason, without penalty or liability.

SECTION 8. MISCELLANEOUS.

- a) **Entire Agreement.** This Grant Agreement, including its attachments as referenced herein, contains the entire agreement by and between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party.
- b) **Headings.** Section headings shall not be used in construing this Grant Agreement.
- c) **No Waiver.** Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Grant Agreement or of any representation or warranty hereunder by such other Party whether or not the first party knows of such breach at the time it accepts such payment or performance.
- d) **Governing Law.** This Grant Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Grant Agreement contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Grant Agreement, including mediation or other alternative dispute resolution proceedings, shall be brought only in Santa Clara County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.
- e) **Written Modifications.** No agreement, amendment, modification, understanding or waiver of or with respect to this Grant Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless agreed to in writing and signed by both Parties to this Agreement.
- f) **Successors and Assigns.** The provisions of this Grant Agreement shall be binding upon and inure to the benefit of both parties and their successors and assigns.

- g) **Construction.** This Grant Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.
- h) **Illegality or Unenforceability.** If any provision of this Grant Agreement, or the application of it to any person or circumstances, shall to any extent be invalid, void or unenforceable, the remainder of this Agreement, or the application of this provision to any person or circumstances other than those as to which it is invalid, void or unenforceable, shall not be affected, and each provision of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by law except where such illegal, invalid, void or unenforceable provision is material to the Grant Agreement in which case this Grant Agreement shall be void.
- i) **Conflict of Interest.** Grantee represents, warrants and agrees that it shall comply, and require its employees, agents, representatives, contractors, consultants, sub-consultants and subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Grant Agreement and is grounds for immediate termination by County of this Grant Agreement.
- j) **Prevailing Wage.** To the extent the Project is a public work within the meaning of Labor Code section 1720, the following shall apply:
- i) Grantee shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
 - ii) The Grantee shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Grantee will post at the job site. All prevailing wage rates shall be obtained by the Grantee from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- iii) Grantee shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- iv) Grantee shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

- v) Prior to commencement of work, Grantee shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and applicable regulations.
- k) **Funding Contingency.** This Grant Agreement is contingent upon the appropriation of sufficient funding by County for the obligations and responsibilities of County covered by this Grant Agreement. If funding is reduced or deleted by the County for the obligations or responsibilities of County covered by this Grant Agreement, then County may terminate this Agreement at its election without liability or obligation.
- l) **California Public Records Act.** County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Grantee’s proprietary information is contained in documents submitted to County, and Grantee claims that such information falls within one or more CPRA exemptions, then Grantee must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, County shall use reasonable efforts to provide notice to Grantee prior to such disclosure. If Grantee contends that any documents are exempt from the CPRA and wishes to prevent County disclosure, Grantee is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before County responds to the CPRA request. If Grantee fails to obtain such remedy, Grantee shall have forever waived its right to dispute the disclosure and County shall disclose, at its election, the requested information even if marked “CONFIDENTIAL AND PROPRIETARY”, in which case neither Grantee nor any third parties shall have any right or claim against County for such disclosure. If County elects to not disclose the information or is precluded from disclosing the information because of a court order or other remedy obtained by Grantee or any Grantee representative, then Grantee represents, warrants and agrees that it shall defend, indemnify and hold harmless the County for and against all claims, causes of action, liabilities, relief, injunctions, penalties, attorneys’ fees, court costs, costs of litigation including discovery, settlement, and other remedies obtained or sought by any third party claiming such information should have or are required to be disclosed.
- m) **Relationship of Parties.** The Parties acknowledge and agree that nothing set forth in this Grant Agreement shall be deemed or construed to render the Parties as joint venturers, partners, agents, a joint enterprise, employer-employee, lender-borrower or contractor. Grantee shall have no authority to employ any person as employee or agent on behalf of County for any purpose. Neither Grantee nor any person using or involved in or participating in any actions or inactions relating to this Grant Agreement shall be deemed an employee or agent of County, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of County.
- n) **No Third Party Rights.** The Parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Grant Agreement or of any duty, covenant, obligation, or undertaking established herein. This Grant Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

- o) **Counterparts.** This Grant Agreement may be executed in several counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Facsimile or electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both Parties.
- p) **Survival.** Those provisions which by their nature should survive termination, cancellation or expiration of this Agreement, shall so survive, including but not limited to Sections 2(e), 4, 5, 8(d), 8(g), 8(h), 8(k), 8(l), and 8(m).
- q) **Compliance with all laws.** Grantee shall comply with all applicable laws and regulations in the spending of Grant funds. The Grantee shall (a) not use any Grant funds for religious worship, instruction, or proselytization or to pay for equipment or supplies to be used for religious worship, instruction, or proselytization; (b) not use any Grant funds to construct, rehabilitate, or restore any property that is used for religious worship, instruction, or proselytization; (c) not use any Grant funds to engage in partisan political activities or participate in, or endorse, events or activities that advocate for or against political parties, political platforms, political candidates, proposed legislation, or elected officials including any “campaign activities” as defined by state law; and, (d) comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Grantee shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Grantee discriminate in the provision of services provided under this grant because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- r) **Signatories.** The undersigned signatories each represent and warrant that they are authorized to execute this Grant Agreement for the party on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agricultural Resilience Incentive Grant Agreement as of the Effective Date as provided above.

COUNTY OF SANTA CLARA

[INSERT GRANTEE NAME]

XXXXXXXX, President

[insert name and title]

Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

XXXXXXXX,

Clerk of the Board of Supervisors

Dated: _____

Approved as to form and legality:

XXXXXXXX,

Deputy County Counsel

EXHIBIT A: PROJECT SCOPE OF WORK

The Grantee shall indicate here the final project scope and costs, specifying a selection of approved agricultural management practices to implement from the list included as Appendix B of the ARI Grant Program Policies and Procedures Guide.

The following is the final project scope of work, adapted where necessary from the Grantee’s application to reflect any changes requested by the County and upon which funding may be contingent.

Management Practice	Acreage	Years (1-3)	Total Cost Estimate	Bid

An implementation schedule and funding disbursement schedule are required for each of the above approved management practices. A site plan delineating the specific location and area is also required for each of the above approved management practices.

If the Project Scope of Work includes perennial plantings, the grantee shall be responsible for reasonably ensuring the continued health and growth of those plantings for the duration of the Term of Agreement. In some cases where the approved management practices occur over multiple years, funds will be disbursed on an annual basis.