

# TRIBAL NATURE-BASED SOLUTIONS GRANT PROGRAM 2026 FINAL GUIDELINES



(Page intentionally left blank)

## Table of Contents

TECHNICAL ASSISTANCE FOR THE GRANT PROGRAM WORKSHOPS.....	3
HOW TO SUBMIT.....	4
INTRODUCTION.....	5
Funding Allocation .....	5
Grant Amounts.....	6
Eligible Applicants .....	6
Eligible Projects.....	6
Key Solicitation Deadlines .....	7
STATUTORY REQUIREMENTS AND PRIORITIES.....	7
General Requirements.....	7
Funding Priorities .....	9
OTHER FUNDING CONSIDERATIONS .....	10
SELECTION PROCESS:.....	13
Overview of Escrow Ready Process.....	13
ESCROW READY PROJECT PROPOSAL SUBMISSION.....	13
Overview of Standard Grant Process .....	13
STEP 1 (PRELIMINARY PROJECT PROPOSAL).....	13
STEP 2 (FINAL PROJECT PROPOSAL) .....	13
STEP 3 (SITE VISITS AND SUPPORTING DOCUMENTS) .....	13
Conflict of Interest.....	14
Evaluation and Scoring Criteria – Application Questions .....	14
ESCROW READY GRANT APPLICATION PROCESS.....	16
STANDARD GRANT APPLICATION PROCESS .....	20
STEP 1: PRELIMINARY PROJECT PROPOSAL .....	20
STEP 2: FINAL PROJECT PROPOSAL.....	22
STEP THREE: SITE VISIT AND SUPPORTING DOCUMENTS.....	28
AWARDED PROJECTS - PROJECT ADMINISTRATION.....	29
CHANGES TO APPROVED PROJECT.....	30
ELIGIBLE COSTS.....	30
SITE VISITS .....	30
PAYMENT OF GRANT FUNDS .....	30
LOSS OF FUNDING .....	32
USE OF PROJECT PROPERTY .....	32

PROJECT REPORTING.....	34
STATE AUDIT AND ACCOUNTING REQUIREMENTS .....	34
APPENDICES.....	35
APPENDIX A-NOTICE OF FUNDING REQUIREMENT for STEP 1 & 2 and Signature Page.....	36
APPENDICES FOR STEP 1 – PRELIMINARY PROJECT PROPOSAL.....	39
APPENDIX C.1 – SUBMITTAL CHECKLIST FOR PRELIMINARY PROJECT PROPOSALS: STEP 1 – PRELIMINARY PROJECT PROPOSAL .....	40
APPENDICES FOR STEP 2 – FINAL PROJECT PROPOSAL .....	43
APPENDIX D – SUBMITTAL CHECKLIST FOR FINAL PROJECT PROPOSALS (STEP 2) .....	44
APPENDIX E: STEP 1 ELIGIBILITY CHECK & STEP 2 SCORING RUBRIC .....	45
APPENDIX F.1- WORK PLAN TEMPLATE.....	51
APPENDIX F.2 – COST ESTIMATE/BUDGET .....	53
APPENDIX F.2 COST ESTIMATE/BUDGET TEMPLATE – ANCESTRAL LAND RETURN PROJECTS .....	54
APPENDIX G – ELIGIBLE COSTS.....	58
APPENDIX H – RESOLUTION TEMPLATES .....	64
Appendix H.1 - Tribal Resolution in Support of Grant Application Template .....	64
Appendix H.2 - Authorized Resolution Template (for Step 2) .....	66
APPENDIX I.1 - CERTIFICATION LETTER REQUIREMENTS .....	68
APPENDIX I.2-ELIGIBILITY STATEMENT (IF APPLICANT IS A NON-TRIBAL ENTITY) .....	69
APPENDIX J – ENVIRONMENTAL COMPLIANCE .....	70
APPENDIX K – WILLING SELLER LETTER (LAND ACQUISITIONS) .....	72
APPENDIX L – PROPERTY DATA SHEET .....	73
APPENDIX M – SITE CONTROL/LAND TENURE REQUIREMENTS .....	74
APPENDICES FOR STEP 3 - SUPPORTING DOCUMENTATION (QUALIFYING AND INVITED PROJECTS ONLY) .....	75
APPENDIX N – PROJECT PERMIT APPROVAL STATUS .....	76
APPENDIX O – PAYEE DATA RECORD .....	78
APPENDIX P – ANCESTRAL LAND RETURN GRANT AGREEMENT TEMPLATE .....	79
APPENDIX Q – Required Considerations in all Deed Restrictions.....	93
APPENDIX R – AVAILABLE RESOURCES.....	95
APPENDIX S – DEFINITIONS .....	97

## TECHNICAL ASSISTANCE FOR THE GRANT PROGRAM WORKSHOPS

The California Natural Resources Agency will conduct online technical assistance workshops and a listening session for potential Tribal Nature-Based Solutions program applicants throughout Step 1 and Step 2 solicitation periods. A list of workshop dates, times, and login information can be found on the California Natural Resources Agency website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions- Program>. All workshops and technical assistance will be hosted virtually. Please visit the website link for scheduling, updates and more information.

These Guidelines include information to assist applicants with the funding applications process. Please read them in their entirety for important information on project eligibility, evaluation criteria, and submission requirements.

For general project evaluation process questions, contact the California Natural Resources Agency at:

**Phone:** (916) 653-5656

**Email:** [tribalaffairs@resources.ca.gov](mailto:tribalaffairs@resources.ca.gov)

**Website:** <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal- Nature-Based-Solutions-Program>

## HOW TO SUBMIT

This grant program consists of a progressive, three-step evaluation process:

- Step 1: Preliminary Project Proposal
- Step 2: Final Project Proposal
- Step 3: Field Visit & Supporting Documents

All Preliminary Project Proposals (Step 1) and Final Project Proposals (Step 2) should be submitted via RAPTR (Resources Agency Tracking and Reporting System) to the California Natural Resources Agency at:

- RAPTR Portal: <https://raptr.resources.ca.gov/>
- If you are new to RAPTR, please review the [User's Guide for Grant Applicants](#) prior to registration and logging in.

If unable to submit via RAPTR, please contact the TNBS Team at [tribalaffairs@resources.ca.gov](mailto:tribalaffairs@resources.ca.gov).

This grant program has limited funding available for escrow ready multi-benefit ancestral land return projects that are partially funded and can demonstrate requested grant funds will complete acquisition at Fair Market Value. Escrow ready projects that are eligible for TNBS funds but are not awarded during the Escrow Ready review period will be automatically included in the Standard Grant Review Process for further consideration.

Escrow ready projects will need to encumber funds (enter into grant agreement) by March 31, 2027, close escrow by July 30, 2027, expend funds by January 1, 2029, and submit all final invoices by March 31, 2029.

To meet the expedited encumbrance and expenditure deadlines, Escrow-Ready projects will utilize the grant agreement template language as is. Deed restriction, work plan, and budget will undergo negotiation for finalization before grant agreement execution. All Escrow Ready project applications will be due alongside Step 1 Applications (see Key Solicitation Deadlines for due dates).

All Escrow Ready Ancestral Land Return project applications should be submitted via RAPTR (Resources Agency Tracking and Reporting System) to the California Natural Resources Agency as described above.

# INTRODUCTION

Pursuant to Public Resources Code Section 93040 ([Senate Bill 867](#), Allen 2024) otherwise known as, the [Climate Bond](#), Proposition 4, or the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Climate Bond) and Chapter 6, statutes of 2024, \$10 million to the California Natural Resources Agency (CNRA) for funding California Native American tribes' priorities for multi-benefit nature-based solutions projects located within the state of California. Pursuant to the Budget Act of 2025 ([Senate Bill 105](#), Wiener 2025), the California Natural Resources Agency the California Legislature appropriated \$9,225,000 of the \$10 million Climate Bond funding for the grant program. **These funds are available for encumbrance until June 30, 2028.**

In response to input received from California Native American tribes during the tribal consultations on Governor Newsom's [Executive Order N-82-20](#) (Nature-Based Solutions Executive Order), the [Pathways to 30x30 Strategy](#), and [Natural and Working Lands Climate Smart Strategy](#), the Newsom Administration proposed the funding and creation of the new Tribal Nature-Based Solutions program to support tribal nature-based solutions priorities. This program and associated program grant funds will assist California Native American tribes in advancing multi-benefit nature-based solutions consistent with the 2021 Nature-Based Solutions trailer bill, Chapter 258 of the Statutes of 2021, the *Pathways to 30x30 Strategy*, and the *Natural and Working Lands Climate Smart Strategy*.

## Funding Allocation

Approximately \$9.2 million is available for tribal multi-benefit nature-based solutions projects that will fund land acquisition or other fee title acquisitions benefiting California Native American Tribes. Eligible expenses include costs associated with the purchase of property rights, conservation easements, and water rights/instream flows consistent with requirements of the grant program (see Eligible Project Examples on pages 11-12 for more information).

Applications will be accepted during a defined, annual solicitation period (see key deadlines below) through a 2-Step Application process. Grant application rounds will be open on an annual basis, until funds are fully allocated. CNRA may utilize these funds to support direct expenditures, block grants, contracts, or competitive grants, and may be used for support or local assistance. Some limited funds are available for escrow-ready multi-benefit ancestral land return projects.

There is no match funding requirement to participate or be eligible for grant funds. However, priority and competitiveness will be enhanced for projects with secured partial funding (from other state, federal, tribal, philanthropic, donated, or private funds) and that can demonstrate that the requested TNBS funds will fund/complete whole acquisition (at fair market value). See the Funding Priorities section on pages 9-10 for more information.

## Grant Amounts

Ancestral Land Return grants:

- Minimum award amount is \$1,000,000
- Maximum award amount is total available grant funds

Escrow-Ready grants:

- No minimum award amount
- Maximum award amount is total available grant funds

## Eligible Applicants

Eligible applicants include California Native American tribes and tribally led entities located in California. Pursuant to the definition provided by the Climate Bond in Public Resources Code Section 90100, a tribe is defined as “a federally recognized Native American tribe or a nonfederally recognized Native American tribe listed on the California Tribal Consultation List maintained by the Native American Heritage Commission.” Non-tribal entities registered as 501(c)(3)s may support California Native American tribes and tribally led entities in applying for the program. Applications can be submitted on behalf of an inter-tribal consortium, tribal conservation district, or partnerships.

Applications submitted by non-tribal entities or inter-tribal consortium, tribal conservation district, or partnerships must meet two requirements:

1. Confirm that a California Native American tribe is actively partnering with and supporting the application through a signed letter or resolution from the chairperson of the tribe; and
2. Describe how the project will serve the supporting tribe and community.

Please note, CNRA will ask the Chairperson to confirm in writing if the inter-tribal consortium, tribal conservation district, partnership, or non-tribal entity has been authorized to submit an application on behalf of the tribe.

## Eligible Projects

This is a competitive grant program to support California Native American tribes located within the State in advancing land acquisition with multi-benefit nature-based solutions projects. Eligible projects must include an ancestral land return component for the purpose of advancing multi-benefit nature-based solutions with a focus on the following categories:

1. Planning component for multi-benefit nature-based solutions projects AND/OR
2. Implementation components of multi-benefit nature-based solutions projects such as watershed restoration, prescribed fire planning, invasive species removal, tribal workforce development, etc.

## Key Solicitation Deadlines

- Solicitation Opens\*: February 13, 2026
- Step 1 Application and Escrow Ready Application due: April 15, 2026
- Invitation to Step 2: May 29, 2026
- Step 2 Application Due: August 29, 2026
- Step 3 Site Visits (if applicable): Early September through Mid-October 2026
- Award Announcement: November 23, 2026

*\*This is when RAPTR Submission portal will open and begin accepting application submissions. Applicants are welcome to begin preparing application materials as soon as guidelines are published.*

## STATUTORY REQUIREMENTS AND PRIORITIES

### General Requirements

All projects funded under this solicitation must:

1. Serve California Native American tribes: Land acquisition projects must serve California Native American tribes and their communities located within the State of California. Projects within reservation or trust property boundaries will require written authorization from the tribe with authority and jurisdiction over the reservation or trust property.
2. Include acquisition of property and/or property rights (e.g., cultural or conservation easements) within the California Native American tribal applicant's ancestral territory.
3. Obtain proper approval for acquisition of or work within trust, state, or federal lands: Projects on trust, state, or federal lands may need state and/or federal approval. In the case that state or federal approval is needed for a project, applicants must obtain any necessary permission or permits required from the appropriate government and are encouraged to include the deliverables and costs of obtaining such approvals in the project application and cost estimates.
4. Include at least one planning and/or implementation multi-benefit nature-based solution: Projects must identify planned multi-benefit nature-based solutions projects consistent with the multi-benefit nature-based solutions called for in California's [Natural and Working Lands Climate Smart Strategy](#) and/or [Pathways to 30x30 Strategy](#). The identified nature-based solution(s) must serve California Native American tribes and their communities, protects the environment.
5. All acquisitions must have a confirmed, willing seller(s) and a final purchase price that does not exceed fair market value: The willing seller must sign and

agree to the terms in the Willing Seller Letter in Appendix K. Fair Market value is established by an appraisal prepared by a licensed real estate appraiser and **validated by the Department of General Services (DGS)** through appraisal report review.

A completed appraisal, approved by DGS' Real Property Services Section, is not required at the time of application submission. Costs of securing a completed appraisal may be included as eligible expenses for this program and CNRA recommends applicants to include these expenses in the cost estimate as part of Step 2 Final Project Proposal applications.

6. Submit a Phase 1 Environmental Site Assessment: Proposed acquisitions should include a Phase 1 environmental site assessment report with basic title analysis including analysis of legal access, encumbrances, and current ownership before CNRA evaluates the opportunity.

The Phase 1 must be included with Final Project Proposal applications (Step 2) and may result in a requirement to obtain a Phase 2 environmental site assessment report should the Phase 1 environmental site assessment report indicate a necessity. If no legal access is available or the property is encumbered by judgments, liens, deeds of trust, or other clouds, prospective applicants should address how these obstacles will be overcome.

The State shall not pay for subordinate title and the applicant will need to ensure title is clear upon acquisition.

7. Permanently conserve some or all acquired lands under conservation easement as consistent with Cal. Civ. Code § 815 et seq.: CNRA encourages as much conservation as feasible to support proposed nature-based solutions work but recognizes some projects may need to retain certain development rights to support diverse needs. All deed restrictions must conform to statutory requirements of Cal. Civ. Code § 815 et seq., including 815.3 pertaining to who may hold a conservation easement (or deed restriction for the purposes of this grant), CNRA guidelines, and minimum standards. Deed restrictions will also be required to contain language that ensures state interests are protected in perpetuity. To ensure continued management of the land for multi-benefit nature-based solutions and to comply with statutory requirements of project funding, the applicant is required to place perpetual restrictions on future uses consistent with the application, grant agreement, and deed restrictions. Grantees are encouraged to articulate any specific development rights that need to be retained within the deed restriction language.
8. Include a meaningful public access component: Public access should be consistent with the protection of natural and cultural resources as set forth in a successful grant application. Public access terms shall be included in the final grant agreement and deed restrictions.

Additionally, federally recognized tribes will be required to provide limited waivers of sovereign immunity as a condition of accepting the TNBS Climate Bond grant funds. The grant agreement will identify these important terms and conditions, including

limited waiver of sovereign immunity, to ensure deed restrictions and other agreements may be enforced in case of default.

CNRA recognizes the serious nature of requesting a limited waiver of sovereign immunity, deed restrictions, and public access. CNRA is committed to working collaboratively with California Native American tribes on tailoring limited waiver of sovereign immunity terms, deed restrictions, and public access requirements to support tribal priorities while also meeting the state's legal obligations in administering bond funds and funds derived from public tax dollars.

## **Funding Priorities**

**Projects containing any of the following elements will be given priority consideration in funding decisions. Note, because this is a competitive solicitation, projects that substantially deviate from priorities listed in application materials after funding is awarded will be ineligible to receive funding.**

### **ANCESTRAL LAND RETURN**

Priority will be given to ancestral land return projects that have one or more of the following components and higher scores will be awarded to projects that include more than one of the items listed below:

- Project has an existing management plan that will inform the management of proposed acquired lands and is seeking implementation funding to execute the existing plan.
- Projects within current reservation boundaries that address “checkerboarding” issues or are directly adjacent to reservation, trust land, or tribal fee land boundaries.
- If in shared ancestral territories, will be jointly owned and/or managed by inter-tribal consortium, tribal conservation district, or partnership.
- Projects directly adjacent to conserved lands or coastal waters and improving habitat connectivity.
- Projects with secured partial funding (from other state, federal, tribal, philanthropic, donated, or private funds) and can demonstrate requested TNBS funds will fund whole acquisition (at fair market value).
- Applicants are landless tribal governments or have minimal lands (20 acres or less) in reacquiring ancestral lands.
- Projects that restore access to cultural resources and traditional foods to tribal members.
- Projects that have economic development and financing planning for multi-benefit nature-based solutions projects. For example, ecotourism to help fund the long-term management of the conserved lands.
- Projects that limit their development to no more than 10% of the total property acreage in perpetuity.

In addition to the components stated above, priority and higher scores will be awarded to escrow ready ancestral land return projects that include:

- Completion of escrow-ready documents including, but not limited to, basic title analysis of to-be acquired property, Phase I Environmental Assessments, Property Appraisal Reports, Buyer's Statement, and finalized Purchase & Sale Agreement for the purchase of the property at Fair Market Value\*. Please note, the costs associated with escrow ready documents are not eligible for reimbursement if the applicant isn't selected for an award or doesn't enter into a grant agreement.

*\*Completion of all escrow ready documents is not an eligibility requirement for Escrow Ready Ancestral Land Return Projects but will enhance competitiveness.*

### **PROJECTS WITH PLANNING COMPONENTS**

Projects with planning components include activities to support applicants in planning for future multi- benefit nature-based solutions projects. Priority will be given to projects with planning components that include one or more of the following components:

- Planning activities to prepare the applicant to apply for and likely qualify for future implementation funding from another funding round of the Program or a different state or federal grant for multi-benefit nature-based solutions project.
- Planning activities that already have state or federal funds for some component of the applicant's project. (There is no match requirement to participate in the Program.)
- Planning activities to prepare a California Native American tribe for a multi-benefit nature-based solutions project, including, but not limited to securing permitting; regional planning and project prioritization; capacity building of tribal grant programs and staff; project management; partnership and collaborative development; facilitation and dispute resolution; Geographic Information Services; Traditional Ecological Knowledge, scientific studies, baseline research and monitoring or other technical analyses; and economic development and financing planning for multi-benefit nature-based solutions projects.

### **PROJECTS WITH IMPLEMENTATION COMPONENTS**

Priority will be given to projects that include multi-benefit nature-based solutions that are ready to implement. "Ready to implement" means planned projects which have already undergone scoping and significant design or can be completed within two years of the of grant award barring natural disaster or unforeseen circumstances and events. Projects may include costs associated with applying for additional grant or other funds to maintain and monitor the project following project completion.

### **OTHER FUNDING CONSIDERATIONS**

When evaluating project proposals, scores will be used to determine initial rankings and

facilitate final decisions by the Secretary. To ensure a fair distribution of funds, the State may also consider factors such as geographic distribution of funds, previous grant performance, the likelihood of successful project implementation, and feasibility to accept partial funding.

## **ELIGIBLE PROJECT EXAMPLES**

Applicants must propose an ancestral land return project with a planning AND/OR implementation component.

Below is a list of eligible project activities; this is not a comprehensive list of examples. The State encourages applicants to review the *Natural and Working Lands Climate Smart Strategy*, and the *Pathways to 30x30 Strategy* for examples of projects that may qualify for the Program.

### **ANCESTRAL LAND RETURN ACTIVITIES**

Costs associated with the purchase of property rights, conservation easements, and water rights/instream flows consistent with requirements above.

### **PLANNING ACTIVITIES**

- Preparation of California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance documents
- Surveying and/or mapping of proposed project areas
- Development of site maps and implementation plans
- Obtaining project permits
- Preparing and delivering an outreach campaign targeted at adjacent landowners, tribes, community partners, etc.
- Researching and training tribal workforce, cultural practitioners, and/or staff on multi- benefit nature-based solutions skill sets, Traditional Ecological Knowledges, and/or other tribal expertise for the purpose of applying to or participating in a specifically identified federal, state, or philanthropic grant process
- Developing restoration plans that can incorporate cultural activities to increase biodiversity, restore habitats and improve wildfire resiliency, forest health, and/or increase access to traditional foods and materials
- Developing a workforce development component of a future multi-benefit nature- based solutions project(s)
- Planning for one or more of the implementation activities listed below
- Hiring consultants, grant writers, and legal counsel for specific multi-benefit nature- based solutions project planning purposes
- Projects that involve research and monitoring outreach/education/community engagement activities

Supporting professional development, technical skill development/training, and capacity building in support of nature-based solution project.

## IMPLEMENTATION ACTIVITIES

- Construction of shovel-ready multi-benefit nature-based solutions projects will be funded up to the end of the funding expenditure period. These projects may include conservation and restoration initiatives, cultural burns, wildfire resilience, restoration management, or publicly beneficial access development. Please review the *Natural and Working Lands Climate Smart Strategy* and the *Pathways to 30x30 Strategy* for more ideas on multi-benefit nature-based solutions projects.
- Updating and renovating existing structures on acquired property to serve and support multi-benefit, nature-based solutions.
- Research and monitoring projects
- Outreach/education/community engagement activities

## INELIGIBLE PROJECT EXAMPLES

The list below provides examples of projects and elements that are **not** eligible under the Program. This is not an exhaustive list.

- Projects that do not serve tribes and/or tribal communities
- Projects that are not multi-benefit nature-based solutions projects
- Project Proposals that include more than one project
- Cash reserves, endowments, or fundraising activities (including applying to alternate grant programs. However, general grant-capacity building is an eligible cost)
- Payment of a debt, loan, or mortgage
- Lobbying or lawsuits
- Purchasing options to purchase property (a purchase option is an eligible cost if the value is applied to the larger sale within the fair market value as part of an overall award)
- Ancestral land return projects for acquisitions above fair market value, even if the tribe is only seeking fair market value or less from the State
- Ancestral land return projects that do not have willing sellers

## **SELECTION PROCESS:**

### **Overview of Escrow Ready Process**

#### **ESCROW READY PROJECT PROPOSAL SUBMISSION**

The Secretary has discretion to award grants to escrow ready projects. Applicants can submit an application for Escrow Ready Ancestral Land Return Projects using a combined Step 1 and 2 application. TNBS Grant Program Staff will review and evaluate all requests for funding within the escrow ready competitive tract. Upon approval by the Secretary, Escrow-Ready Ancestral Land Return Projects will be announced.

**Escrow ready projects will need to encumber funds by March 31, 2027, close escrow by July 30, 2027, expend funds by January 1, 2029, and submit all final invoices by March 31, 2029.**

To meet the expedited encumbrance and expenditure deadlines, Escrow-Ready projects will utilize the grant agreement template language as is. Deed restriction, work plan, and budget will undergo negotiation for finalization before grant agreement execution.

All Escrow Ready project applications will be due alongside Step 1 Applications (see Key Solicitations for due dates).

Projects that are eligible for TNBS funds but are not awarded during the Escrow Ready review period, will be automatically included in the Standard Grant Review Process for further consideration. If additional information is required, Staff will let an applicant know.

### **Overview of Standard Grant Process**

#### **STEP 1 (PRELIMINARY PROJECT PROPOSAL)**

Project Proposals are reviewed and evaluated for eligibility. Incomplete or ineligible Project Proposals may be removed from the competitive process. Applicants may be required to provide additional documentation prior to receiving an invitation to submit a Final Project Proposal.

#### **STEP 2 (FINAL PROJECT PROPOSAL)**

Applicants that meet the Step 1, Preliminary Project Proposal eligibility criteria will be invited to submit Final Project Proposals and meet with TNBS Grant Staff for a project presentation. Step 2 Final Project Proposal materials will be provided to a grant review panel for scoring and review. Incomplete or ineligible Project Proposals may be removed from the competitive process.

#### **STEP 3 (SITE VISITS AND SUPPORTING DOCUMENTS)**

Field visits will be conducted for the most competitive projects at the discretion of CNRA. Applicants may be required to provide additional documentation as requested by CNRA. Additional documentation will be evaluated, and the most competitive projects will be recommended for funding and final awards.

Once Step 3 evaluations have been completed, recommendations will be submitted to the California Secretary for Natural Resources. Upon approval by the Secretary, grant awards will be announced. Please note that once an applicant has begun the application process, the Secretary cannot meet with the applicant or any individual members of tribal councils, governance bodies, tribal staff, or partnering organizations to discuss the project prior to selection decisions.

All information contained in the Final Project Proposal and supporting documentation is confidential until grant awards are announced. CNRA's preference is to not receive sensitive or confidential information from California Native American tribes or applicants. In the event an applicant believes sharing sensitive or confidential information is necessary as part of the applicant's application, please contact CNRA before submitting the information to discuss potential solutions.

The State reserves the right to reject any Project Proposal from an applicant who is in violation of law or policy at any other public agency. Potential violations include, but are not limited to, being in default of performance requirements in other contracts or grant agreements issued by the State, being engaged in or suspected of criminal conduct that poorly reflects or brings discredit to the State, and/or failing to have all required licenses necessary to carry out the project.

The State reserves the right to reject any Project Proposal from an applicant who has a history of performance issues with past grants or other agreements with any public entity.

## **Conflict of Interest**

All applicants and individuals who participate in the review of submitted Project Proposals are subject to state and federal conflict-of-interest laws. Any individual who has participated in planning or setting priorities for a specific solicitation over and above the tribal consultation or public comment process, or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds through that solicitation. Failure to comply with conflict-of-interest laws, including business and financial disclosure provisions, will result in the Project Proposal being rejected and any subsequent grant agreement being declared void. Other legal actions may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411.

## **Evaluation and Scoring Criteria – Application Questions**

Information provided during the evaluation process should demonstrate how effectively the proposed project meets statutory requirements, funding priorities, and program

objectives. Projects will be evaluated using established criteria and any additional funding considerations. Final Project Proposals will receive an initial ranking. The initial ranking will be used to facilitate evaluation of each proposal among a multidisciplinary evaluation team. The State reserves the right to utilize the following considerations in the review of proposals, including, but not limited to, best value, regional distribution, project type, and likelihood of success.

Eligibility for each project will be assessed based on the answers provided in the Requirements and Project Need Section. Points will be assigned to the answers within the Funding Priorities sections and the Organizational Capacity section and not to individual questions.

Please see Appendix E-Step 1 Eligibility Check and Step 2 Scoring Rubric.

# ESCROW READY GRANT APPLICATION PROCESS

To apply for funding for Escrow Ready Ancestral Land Return Projects, applicants are required to submit an application to the California Natural Resources Agency via RAPTR (Resources Agency Tracking and Reporting System) to the California Natural Resources Agency at:

- RAPTR Portal: <https://raptr.resources.ca.gov/>
- If you are new to RAPTR, please review the [User's Guide for Grant Applicants](#) prior to registration and logging in.

If unable to submit via RAPTR, please contact the TNBS Team at [tribalaffairs@resources.ca.gov](mailto:tribalaffairs@resources.ca.gov).

All applications for Escrow Ready Ancestral Land Return Projects submittals must utilize a combined Step 1 and 2 application of these guidelines and submit the required documents listed therein. All Escrow Ready project applications will be due alongside Step 1 Applications (see Key Solicitations for due dates). See APPENDIX B: SUBMITTAL CHECKLIST FOR ESCROW READY ANCESTRAL LAND RETURN PROJECTS.

Escrow ready projects will need to encumber funds by March 31, 2027, close escrow by July 30, 2027, expend funds by January 1, 2029, and submit all final invoices by March 31, 2029.

**All Escrow Ready Project Proposal submittals shall include the following:**

## **Appendix A-SIGNED NOTICE OF FUNDING REQUIREMENTS & SIGNATURE PAGE**

Attach a signed and completed notice checklist to confirm applicants have read and understand the programmatic and statutory requirements in pursuing project funds from the TNBS Climate Bond Grant Program.

The signature page of the completed Final Project Proposal Form on Appendix A should be signed by the same Authorized Representative to be identified in the resolution or certification letter (see Appendix H or Appendix I) and included in the Final Project Proposal. The signature can be a wet signature or signed electronically.

## **Appendix C.2-PRELIMINARY PROJECT PROPOSAL INFORMATION FORM**

Please fill out the complete Step 1 Preliminary Project Proposal Form.

### **PROJECT DESCRIPTION**

Project description form will be part of Appendix C.2 above.

## **Appendix K-WILLING SELLER LETTER FORM**

Attach the signed Willing Seller Letter form.

## **Appendix L-PROPERTY DATA SHEET**

Attach the filled-out data sheet.

#### **Appendix F.1-WORK PLAN, PROJECT TIMELINE, & BUDGET COST-ESTIMATE**

- Applicant will provide a high-level work plan outlining project activities, tasks, and proposed deliverables.
- Applicants will also provide a cost estimate reflecting all costs associated with the project.
- Identify costs to be funded by the grant and costs covered by other funding sources.
- The cost of project elements funded by the Program should not be split between the grant and other funding sources.
- For the timeline component, applicant may use monthly time blocks or quarterly time blocks.
- Bullet points outlining tasks and deliverables are sufficient, OR applicant may submit a GANTT chart or other preferred visual aid.
- Timelines should reference deliverables and provide an estimate of their completion date. See Appendix F.1 for Work Plan and Timeline Template.

#### **Appendix F.2-BUDGET-COST ESTIMATE**

Include a completed cost estimate of the project and proposed project activities. See Appendix F.2 for appropriate template.

#### **Appendix I.2-ELIGIBILITY STATEMENT (IF APPLICANT IS NON-TRIBAL ENTITY)**

Explain how the applicant is an eligible applicant for this program. Non-tribal non-profit entities may support California Native American tribes and tribally led entities in applying for the program. Applications can be submitted on behalf of an inter-tribal consortium, tribal conservation district, or partnerships. Applications submitted by non-tribal entities or inter-tribal consortium, tribal conservation district, or partnerships must describe how the project will serve the supporting tribe(s) and community.

#### **PROJECT QUESTIONS FOR PRESENTATION**

Answers are limited to 4,000 characters (with spaces) per question.

All applicants must answer the Requirements, Project Need, and Organizational Capacity questions. In addition, applicants should answer the Requirements and Project Need, Ancestral land return Funding Priorities and Planning Project Funding Priorities and/or Implementation Funding Priorities sections, as applicable. (See questions on pages 23-26).

For example, Ancestral land return projects with a planning component should answer both Planning Project Funding Priorities and Ancestral Land Return Funding Priorities.

Applicants must provide the answers in a written format, such as in a word document, PDF, OR in presentation slides. Whichever format the applicant prefers, a written record of the answered project questions must be submitted to CNRA for review as part of the application package. During the Project Questions Presentation, applicant may utilize slides or present verbally, whichever method the applicant prefers.

If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields.

### **PROPOSAL FORM SIGNATURE PAGE**

The signature page of the completed Final Project Proposal Form on Appendix A should be signed by the same Authorized Representative to be identified in the resolution or certification letter (see Appendix H or Appendix I) and included in the Final Project Proposal. The signature can be a wet signature or signed electronically.

### **LOCATION AND ANCESTRAL LAND MAPS**

Directional map, with enough detail to allow a person unfamiliar with the project area to locate the project site. Please indicate the boundaries of the tribe's ancestral lands associated with the project site.

Note, only projects within the applicant's ancestral lands will be eligible. These maps can be the same maps utilized by other federal and state programs.

Applicants may also include with the map additional resources such as, but not limited to, transcribed oral histories and traditional knowledge of ancestral territories, anthropological reports, or other historical documents as necessary.

Please contact CNRA before the submission deadline if the applicant would like to discuss options to keep these maps and associated materials confidential.

### **Appendix H-SIGNED LETTER OR RESOLUTION**

Attach a signed letter or resolution from the chairperson of the tribe(s) that are actively supported by the application - This letter or resolution must describe how the project will serve the supporting tribe(s), the relationship between the applicant and tribe(s), and best point of contact on behalf of the tribe(s) name, email, and phone number.

Escrow-ready applicants that are federally-recognized California Native American tribes shall submit a resolution; all other eligible applicants shall submit a formal letter.

### **PHOTOGRAPHS**

Provide up to five (5) labeled color photographs of the project and/or property site reflecting **current** conditions.

## **A SITE PLAN FOR ANCESTRAL LAND RETURN PROJECTS WITH AN IMPLEMENTATION COMPONENT**

Plans should be for the project for which funding is requested. If the project is part of a larger project, clearly indicate the portions to be grant-funded. Plans should contain specific property details, exterior boundaries, public access points (if applicable), and location of the proposed improvements described in the proposal. The plan should be specific enough to allow someone unfamiliar with the project to visualize it in detail.

### **ESCROW READY ASSOCIATED DOCUMENTS**

Provide the following: basic title analysis of to-be acquired property, Phase I Environmental Assessments, Property Appraisal Reports, Buyer's Statement, and finalized Purchase & Sale Agreement for the purchase of the property at Fair Market Value\*. Please note, the costs associated with escrow ready documents are not

eligible for reimbursement if the applicant isn't selected for an award or doesn't enter into a grant agreement.

*\*Completion of all escrow ready documents is not an eligibility requirement for Escrow Ready Ancestral Land Return Projects but will enhance competitiveness.*

#### **(OPTIONAL) SUPPORTING DOCUMENTATION**

Up to eight pages of documentation that illustrates and supports the proposed projects, such as, but not limited to, grant solicitation notices, letters from jurisdictional entities, community meeting notes, or other relevant documentation.

#### **APPROVAL OF ESCROW READY ANCESTRAL LAND RETURN PROJECTS**

The Secretary for the California Natural Resources will approve Escrow Ready Ancestral Land Return Projects. Once approved, the projects will be announced. The grantees must ensure compliance with the Land Tenure/Site Control requirements, the Program grant agreement, and these guidelines when operating and using the funded project.

# STANDARD GRANT APPLICATION PROCESS

## STEP 1: PRELIMINARY PROJECT PROPOSAL

To begin the standard grant process, applicants are required to submit a Preliminary Project Proposal. Refer to the solicitation due dates found on the Program website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

Applicants should submit their Step 1 applications via RAPTR (Resources Agency Tracking and Reporting System) to the California Natural Resources Agency at:

- RAPTR Portal: <https://raptr.resources.ca.gov/>
- If you are new to RAPTR, please review the [User's Guide for Grant Applicants](#) prior to registration and logging in.

If unable to submit via RAPTR, please contact the TNBS Team at [tribalaffairs@resources.ca.gov](mailto:tribalaffairs@resources.ca.gov).

Applicants with competitive eligible Preliminary Project Proposals will be invited to submit a full Final Project Proposal. Incomplete or non-compliant Preliminary Project Proposals may be eliminated from the competitive process.

All Preliminary Project Proposal submittals will include the following:

### **Appendix A-SIGNED NOTICE OF FUNDING REQUIREMENTS & SIGNATURE PAGE**

Attach a signed and completed notice checklist to confirm applicants have read and understand the programmatic and statutory requirements in pursuing project funds from the TNBS Climate Bond Grant Program (see Appendix A).

The signature page of the completed Final Project Proposal Form on Appendix A should be signed by the same Authorized Representative to be identified in the resolution or certification letter (see Appendix H or Appendix I) and included in the Final Project Proposal. The signature can be a wet signature or signed electronically

### **Appendix C.2-PRELIMINARY PROJECT PROPOSAL INFORMATION FORM**

Please fill out Step 1 Preliminary Project Proposal Form.

#### PROJECT DESCRIPTION

Project description form will be part of Appendix C.2 above.

### **Appendix K-WILLING SELLER LETTER FORM**

Attach the signed Willing Seller Letter form.

### **Appendix L-PROPERTY DATA SHEET**

Attach the filled-out data sheet.

#### **Appendix F.1-DRAFT WORK PLAN & DRAFT PROJECT TIMELINE**

Provide a draft work plan outlining proposed project tasks and deliverables and a draft timeline of project activities with expected deliverables. Work plan will ask grantee to indicate staff in charge of each deliverable.

For the timeline component, applicant may use monthly time blocks or quarterly time blocks. Bullet points outlining tasks and deliverables are sufficient, OR applicant may submit a GANTT chart or other preferred visual aid. Timelines should reference deliverables and provide an estimate of their completion date.

#### **Appendix F.2-DRAFT BUDGET-COST ESTIMATE**

Include a completed cost estimate of the project and proposed project activities.

#### **Appendix I.1-CERTIFICATION LETTER**

For Step 1 applicants that do not have a governing board or council, a certification letter from the council's Director or Chief Executive Officer must be furnished. The letter should contain the provisions outlined in Appendix I.1.

#### **Appendix I.2-ELIGIBILITY STATEMENT (IF APPLICANT IS NON-TRIBAL ENTITY)**

Explain how the applicant is an eligible applicant for this program. Non-tribal non-profit entities may support California Native American tribes and tribally led entities in applying for the program. Applications can be submitted on behalf of an inter-tribal consortium, tribal conservation district, or partnerships. Applications submitted by non-tribal entities or inter-tribal consortium, tribal conservation district, or partnerships must describe how the project will serve the supporting tribe(s) and community.

#### **Appendix H-SIGNED LETTER OR RESOLUTION**

Attach a signed letter or resolution from the chairperson of the tribe(s) that are actively supported by the application. This letter or resolution must describe how the project will serve the supporting tribe(s), the relationship between the applicant and tribe(s), and best point of contact on behalf of the tribe(s) name, email, and phone number. (See Appendix I or Appendix H).

While resolutions are preferred from federally-recognized California Native American tribal applicants, a formal letter signed by the chairperson is acceptable for Step 1 of the application. A resolution will be required for federally-recognized California Native American tribal applicants if invited to proceed to Step 2.

## STEP 2: FINAL PROJECT PROPOSAL

Applicants invited to the next phase (Step 2) will be asked to submit a Final Project Proposal to the California Natural Resources Agency. Applicants will work with TNBS Grant Staff to schedule a presentation on the information requested within the Step 2 package. Presentations may be in-person or virtual at the discretion and availability of the applicant and TNBS Grant Staff. Grant Staff will strive for maximum flexibility to accommodate applicant needs. Due dates can be found on the Program website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

Applicants should submit their Step 2 Application via RAPTR (Resources Agency Tracking and Reporting System) to the California Natural Resources Agency at:

- RAPTR Portal: <https://raptr.resources.ca.gov/>
- If you are new to RAPTR, please review the [User's Guide for Grant Applicants](#) prior to registration and logging in.

If unable to submit via RAPTR, please contact the TNBS Team at [tribalaffairs@resources.ca.gov](mailto:tribalaffairs@resources.ca.gov).

During the Final Project Proposal step (Step 2), applicants' Project Summary section will be made publicly available on the Program website. CNRA will seek consultation with California Native American tribes on the Project Proposals. Applicants will be required to address any requests for collaboration or concerns related to their project.

All Final Project Proposal submittals will include the following:

### **Appendix A-NOTICE OF FUNDING REQUIREMENTS & SIGNATURE PAGE**

Applicants will attach a signed copy of Appendix A on top of their Step 2 Application, reaffirming the applicant's understanding of the statutory and programmatic requirements of the grant program.

The signature page of the completed Final Project Proposal Form on Appendix A should be signed by the same Authorized Representative to be identified in the resolution or certification letter (see Appendix H or Appendix I) and included in the Final Project Proposal. The signature can be a wet signature or signed electronically.

### **Appendix F.1 & F.2-UPDATED DRAFT WORK PLAN AND COST ESTIMATE BUDGET**

Applicant will provide a detailed work plan outlining project activities, tasks, and proposed deliverables. Applicants will also provide a cost estimate reflecting all costs associated with the project. The budget should specify costs to be funded by the grant and costs covered by other funding sources. The cost of project elements funded by the Program should not be split between the grant and other funding sources.

Applicants are encouraged to reuse the Draft Work Plan and Cost Estimate Budget articulated in Step 1 if no changes or updates have occurred. Otherwise, attach a new, updated Draft Work Plan and Cost Estimate Budget to the Step 2 submission.

## **STEP 2 PROJECT QUESTIONS FOR PRESENTATION**

Do not leave blank fields. Answers are limited to 4,000 characters (with spaces) per numbered question.

All applicants must answer the Requirements, Project Need, and Organizational Capacity questions. In addition, applicants should answer the Requirements and Project Need, Ancestral land return Funding Priorities and Planning Project Funding Priorities and/or Implementation Funding Priorities sections, as applicable.

For example, Ancestral land return projects with a planning component should answer both Planning Project Funding Priorities and Ancestral Land Return Funding Priorities.

Applicants must provide the answers in a written format, such as in a word document, PDF, OR in presentation slides. Whichever format the applicant prefers, a written record of the answered project questions must be submitted to CNRA for review as part of the application package. During the Project Questions Presentation, applicant may utilize slides or present verbally, whichever method the applicant prefers.

If a question does not apply to the project, indicate "Not Applicable" with a brief explanation.

### **Requirements and Project Need**

1. Provide a detailed description of the California Native American tribe(s) that will be served by the project. Include official name of the Tribe (s), tribal demographics, and description of the Tribe(s)' ancestral land boundaries and where the project is located within those boundaries.
  - Explain how the project addresses a critical need for the applicant and Tribe(s).
2. Explain how the project is "multi-benefit" by describing two or more benefits that address climate change, improve public health, increase equity, and protect biodiversity for the Tribe and/or surrounding communities (and broader region if applicable).
  - Highlight any direct and meaningful benefits to the tribal and/or surrounding communities from the project.
3. Explain how the project supports tribal nature-based solution priorities.
  - What approach is the applicant using to protect nature, sustainably manage nature, steward nature, and/or restore nature?
4. What societal challenge does the project address?
5. Explain how project will support public access and what types of activities will be supported.
  - If public access details are not known, how will TNBS funds support the development of a public access plan?
6. Explain any tribal consultations or engagement and public engagement the applicant has completed in the development of the project. How has the applicant addressed any concerns or requests for collaboration with other communities (local, regional, tribal) to date?

7. How will the effectiveness of the project be monitored and assessed? Include how the applicant will measure success, document outcomes, and know if the project achieved the benefits intended.

### **Planning Project Funding Priorities**

1. Describe what type of planning activities will be completed and any associated deliverables.
  - How will the planning project and associated activities support the Tribe(s)' future goals and priorities?
2. Describe the assessments, including, but not limited to, environmental (CEQA/NEPA), hazard, and biological assessments, that have been conducted to date. If an assessment has not occurred, describe what is planned to develop a baseline of conditions.
3. If the applicant is using funds to build staff capacity and support professional/technical skill development in grant writing, how will the planning activities paid for by this grant assist the applicant in accessing other grants?
4. Will the planning activities include any outreach, education, or engagement with potentially impacted parties, and if so, with whom?
5. How will the project measure success and document outcomes?

### **Implementation Project Funding Priorities**

1. Describe, in detail, the components of the implementation project. Include proposed completion timeline for each component and any associated deliverables.
  - How will the proposed project activities benefit the Tribe(s)' ancestral lands and community?
  - How will the implementation project and associated activities support the tribe(s)' future goals and priorities?
2. Describe any steps that have already been completed on the project and the immediate steps to be taken post-grant award.
3. If the project includes a nature-based solutions workforce (such as Tribal Conservation Corps) or an economic development component within their implementation project, please describe the specific components that will be funded with the grant.
4. How will the effectiveness of the project be monitored and assessed? Include how the tribe will measure success, document outcomes, and know if the project achieved the benefits intended.

### **Ancestral Land Return Project Funding Priorities**

1. Describe the project location as it relates the applicant's ancestral lands and the significance of the property to the Tribe(s) and community.
2. Describe if the project is for the purchase of property, conservation easement, or acquisition of water rights/instream flows.
  - a. Describe the basic title analysis, including the analysis of the legal access to

and encumbrances on the property and anything the applicant wishes to highlight. Applicants may include a title report in the application package.

- b. Describe any proposed development plans for the property, including types of structures, estimated footprint for development out of total property acreage, proposed locations, and explain how it supports safe access, nature-based solutions work, and proposed project activities (See Appendix G-Eligible Costs).
3. Describe how the acquisition of the property will support the Tribe in advancing multi-benefit nature- based solutions priorities and share (if appropriate) the property's significance to the Tribe.
  - a. *(We are not asking the Tribe to share sensitive information; it is the State's preference to not receive any sensitive materials. If the applicant anticipates sharing sensitive material is crucial for the grant application, please contact the TNBS Grant Team for further discussion.)*
4. Describe if the property or properties to be purchased:
  - a. Are within or directly adjacent to current reservation or trust land boundaries or tribal fee lands.
  - b. Addresses "checkerboarding" issues.
  - c. Are directly adjacent to a property with an existing management plan for which the grant funds will support project implementation.
  - d. If in shared ancestral territories, will be jointly owned and/or managed by inter-tribal consortium or partnership.
  - e. Are directly adjacent to conserved lands or coastal waters and improving habitat connectivity.
  - f. Have secured partial funding (from other state, federal, tribal, or private funds) and can demonstrate requested TNBS funds will fund whole acquisition.
  - g. By applicants that represent landless tribes or tribes with minimal lands (20 acres or less) in reacquiring ancestral lands.
  - h. Returns or restores access to and cultivation of culturally significant natural resources and traditional foods to tribes and their members.
  - i. Projects that have economic development and financing planning for multi-benefit nature-based solutions projects. For example, ecotourism to help fund the long-term management of the conserved lands.
  - j. Intends to limit development to no more than 10% of total property acreage in perpetuity.
  - k. Describe any steps that have already been completed on the project and the immediate steps to be taken post-grant award.
  - l. Describe long-term ownership and management plans for the property, including management funding of the project.
  - m. List all entities that would have future ownership and jurisdiction over the property.

- n. Describe any ongoing or proposed plans to collaborate with surrounding and/or neighboring landowners and interested parties?

### **Organizational Capacity**

1. Describe the applicant's experience in completing similar projects, including fiscal capacity/experience.
  - a. If the applicant doesn't have experience in completing similar projects, please identify any resources or partnerships that will be relied upon and what technical assistance may support the applicant's efforts.
2. Describe the make-up of the decision-making body of the applicant. This could be a description of the members of the tribal council, board of directors, or other decision-making bodies.
3. Provide a copy of the applicant's mission statement (goals, priorities, communities served, vision for collaborating, etc.) and provide a link to the applicant's website (if possible and available). For tribal applicants, this can be the Tribe's constitution.

### **LOCATION AND ANCESTRAL MAPS**

Directional map, with enough detail to allow a person unfamiliar with the project area to locate the project site. Please indicate the boundaries of the tribe's ancestral lands associated with the project site.

Note, only projects within the applicant's ancestral lands will be eligible. These maps can be the same maps utilized by other federal and state programs.

Applicants may also include with the map additional resources such as, but not limited to, transcribed oral histories and traditional knowledge of ancestral territories, anthropological reports, or other historical documents as necessary.

*Please contact CNRA before the submission deadline if the applicant would like to discuss options to keep these maps and associated materials confidential.*

### **Appendix H-SIGNED RESOLUTION**

Provide an authorizing resolution from the applicant's council or governing board (see Appendix H for the required resolution format and content). Resolutions must include all assurances contained in the template.

A Certification Letter can be submitted for 501c3 non-profit applicants (see Appendix I for required format and content). Applicant is encouraged to utilize the same Resolution from Step 1 unless the TNBS Program or applicant deem that an amended Resolution is necessary.

### **PHOTOGRAPHS**

Provide up to five (5) labeled color photographs of the project and/or property site reflecting **current** conditions.

### **SITE PLAN FOR ANCESTRAL LAND RETURN PROJECTS WITH AN IMPLEMENTATION COMPONENT**

Plans should be for the project for which funding is requested. If the project is part of a larger project, clearly indicate the portions to be grant-funded. Plans should contain

specific property details, exterior boundaries, public access points (if applicable), and location of the proposed improvements described in the proposal. The plan should be specific enough to allow someone unfamiliar with the project to visualize it in detail.

#### **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Provide a Phase 1 environmental site assessment report with basic title analysis including analysis of legal access, encumbrances, and current ownership before CNRA evaluates the opportunity.

#### **(OPTIONAL) SUPPORTING DOCUMENTATION**

Up to eight pages of documentation that illustrates and supports the proposed projects, such as, but not limited to, grant solicitation notices, letters from jurisdictional entities, community meeting notes, or other relevant documentation.

## STEP THREE: SITE VISIT AND SUPPORTING DOCUMENTS

Applicants with the most competitive projects after Step 2 scoring will be invited to Step 3 for final project evaluation for award recommendation. These projects will be required to submit the following supporting documentation further demonstrating their ability to carry out the project.

Staff may request a field visit and/or follow-up conversations with the applicant at the discretion of CNRA. At the field visit or during meetings, applicants should be prepared to respond to project-specific questions including, but not limited to, the cost estimate, funding, site plan, project goals, site control, community involvement, operations and maintenance, sustainability, partnerships, transportation, and any possible barriers to completion.

The following required supporting materials must be included in the Step 3 submittal. Templates for some materials can be found at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

For All Projects invited to Step 3:

### **PAYEE DATA RECORD**

Provide a completed and signed STD 204 Payee Data Record form (see Appendix O).

For Ancestral Land Return Projects with an Implementation Component, the following may be requested as part of the final application package:

### **OPERATION AND MAINTENANCE (as applicable)**

If operation and maintenance will be performed by an entity other than the applicant, explain and provide evidence of concurrence from that entity (e.g., operational agreements, letters of intent, memoranda of understanding signed by all parties, etc.). If an agreement has not yet been executed at the time of application, the applicant may submit a signed letter by the entity indicating its intent to enter into such an agreement. Such agreement will be required as a condition of funding.

### **PROJECT PERMIT APPROVAL STATUS (as applicable)**

Indicate the types of permits necessary to complete the project, timeline of permitting submittal, and potential project delays due to permitting (see Appendix N). If acquiring a long-term encroachment permit, please submit evidence the entity with jurisdiction is aware of the project and is willing to work with applicant to issue the permit.

## AWARDED PROJECTS - PROJECT ADMINISTRATION

All projects awarded funding will follow the general administrative procedure outlined below. **Please note, this will be a long process. Finalizing grant agreement, deed restriction, workplan, and budget language and completing due diligence to enter escrow can take upwards of 18 to 20 months to complete.**

- Grantee attends grant management workshops which address project administration, including proper submission of payment requests.
- For all projects, Grantee submits a proposed Final Work Plan, Budget, and Timeline for state approval (this can be the same work plan prepared during the grant application steps with any appropriate updates). Grantee ensures all accompanying documents are completed (STD 204 Payee Statement and Signed Authorized Resolution or Certification Letter).
- State Grant Administrator works with Grantee to develop and sign grant agreement. Once the grant agreement has been signed, State Grant Administrator will enter the project into the state's fiscal system to allow for dispersal of funds as appropriate throughout the grant life cycle.
- Grantee submits the property appraisal report for review by DGS. **Only after approval of the appraisal report and confirmation of fair market value by DGS, should the grantee begin to enter escrow.**
- Grantee identifies a Title company and submits the company's STD 204, Purchase Sale Agreement, Buyer's Statement, and an Advance to Escrow Request Letter for state review and processing. State Grant Administrator works with Grantee to process documents and prepare an Advance to Escrow Request Package that is sent to Accounting for processing of the payment request, followed by the State Controllers Office for final validation and approval.
- State Controllers Office approves, prints physical check, and mails check to Title company for completion and close of escrow.
- Grantee sends a copy of the recorded deed restriction and Notice of Unrecorded Grant Agreement (if applicable) to TNBS.
- For ancestral land return and implementation projects, Grantee submits final site control documents.
- Grantee commences preliminary project work (planning, outreach, staff training, design, permitting, CEQA, etc.) and submits reimbursement requests for eligible expenses (subject to retention).
- Prior to finalizing development designs and plans, Grantee shall communicate to TNBS Grant staff any plans for subdivision or dedication of the property to development for private used independent of and/or ineligible for inclusion within the TNBS Grant program. Prior to commencing construction of an implementation project, Grantee submits final design plans for the State's review. After approvals, Grantee commences project construction work.
- Grantee submits quarterly progress reports and periodic reimbursement requests for eligible expenses (subject to retention).

- Grantee completes project and submits project completion packet.
- The State conducts final project inspection and approves final payment request(s).

## **CHANGES TO APPROVED PROJECT**

Grantees seeking changes or amendments to an approved project must obtain the State's approval prior to conducting or enacting changes. Changes in project scope must continue to meet the need cited in the original Project Proposal. Grantees jeopardize funding should changes be made without prior notice to and approval by the State.

If Grantees anticipate seeking an update or change to the approved project work plan, Grantees should communicate this as soon as feasible to their grant administrator. The grant administrator will facilitate discussion around proposed changes and assist in the grant agreement and project amendment process if proposed changes support original project goals.

CNRA reserves the right to reject any proposed project changes if it does not align with original project goals and/or supports nature-based solution.

## **ELIGIBLE COSTS**

Eligible direct project-related costs and indirect/overhead costs that can be directly tied to the project that are incurred during the project performance period specified in the grant agreement are eligible for reimbursement.

All eligible costs must be supported by appropriate documentation, including, but not limited to, timesheets for in-house labor. Costs incurred outside of the project performance period are not eligible for reimbursement.

For projects selected for funding, reasonable costs incurred to prepare project application materials for this Program required in Step 2 – 3 may be eligible for reimbursement. (See Appendix G for further information on Eligible Costs).

## **SITE VISITS**

The State may make periodic visits to the project site, including a final inspection, and any post project future inspections necessary to ensure ongoing performance and maintenance. The State will determine if the work is consistent with the approved project scope and ensure compliance with all project requirements.

## **PAYMENT OF GRANT FUNDS**

Funds will not be disbursed until a fully executed grant agreement is in place between the State and the Grantee.

Payments will be made on a reimbursement basis, with the exception of funds advanced to escrow. This means the Grantee pays for services, products, or supplies;

submits invoices and proof of payment; and is then reimbursed by the State. It generally takes six to eight weeks to receive payment after Grantee submits a completed payment request.

Ten percent (10%) of the amount requested for reimbursement (except acquisition funds advanced to escrow) may be retained and issued as a final payment upon completion.

Advances of up to twenty-five percent (25%) of the grant award at a time or smaller advances provided on a rolling basis may be available to California Native American tribal grantees upon request. If Grant Funds are advanced, the Grantee shall place these Funds in a separate, federally insured account and if applicable, track and report on any interest earned. Any interest earned on Grant Funds shall be used on the Project, as approved by the State. The grant will be reduced by a corresponding amount. Please note, federally recognized tribes will have to provide limited waivers of sovereign immunity to utilize advance payments.

Payment for the purchase of property will be made directly to the escrow company at the time of closing. After the close of the escrow account, CNRA will reimburse the grantee other eligible acquisition costs. Before approving the advancement of funds into the escrow account, grantees must have a signed grant agreement, the Department of General Services must have completed its appraisal review, the purchase of the property must occur during the performance period of the grant agreement, and the grantee must submit the preliminary title report, escrow instructions, purchase agreement, and deed restriction to CNRA for review and approval.

## **LOSS OF FUNDING**

The following are examples of action that may result in a Grantee's loss of funding. This is not an exhaustive list.

- Grantee fails to execute a grant agreement.
- Grantee changes the project scope without prior notice to and approval by the State.
- Grantee fails to timely submit all required documentation specified in the grant agreement.
- Grantee fails to complete the project.
- Grantee fails to provide project updates as required.

## **USE OF PROJECT PROPERTY**

Grantee must maintain and operate project property acquired or developed in a manner consistent with the grant agreement and grant guidelines for a period commensurate with land tenure/site control requirements (see Appendix M), grant agreement (see Appendix P for Ancestral Land Return Grant Agreement Template), and/or deed restrictions (see Appendix Q for Ancestral Land Return Deed Restrictions Template). In general, Grantee must have the land held in trust for the Grantee, own

the land in fee, own the conservation easement allowing the project, or hold a lease or other long-term agreement allowing the project.

## **PROJECT REPORTING**

Grantee is required to keep the State informed of the project's progress throughout the project performance period. Grantee must submit periodic status reports, pictures of work being completed, or meet with the Grant Administrator at a minimum of once per quarter. During the implementation and/or the completion of the project, Grantee may be asked to provide pictures of the work being completed, prepare a press release, and/or host a ribbon cutting or celebration event.

## **STATE AUDIT AND ACCOUNTING REQUIREMENTS**

### **Audit Requirements**

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

Grantee must maintain project records, including source documents and evidence of payment, readily available and must provide an employee with knowledge of the project to assist the auditor. Grantee must provide a copy of any document, paper, record, etc., requested by the auditor. Further, Grantees must include planning, monitoring, and reporting necessary to ensure successful implementation of the project objectives and have documentation available for State review upon request.

### **Accounting Requirements**

Grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with necessary controls and safeguards.
- Provides a complete audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, employee paystubs, and timecards, evidence of payment, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

### **Records Retention**

Records must be retained for a period of three years after final payment is made by the State. Grantee must retain all project records at least one year following an audit.

## APPENDICES

## APPENDIX A- NOTICE OF FUNDING REQUIREMENT for STEP 1 & 2 and Signature Page

This notice checklist is to confirm applicants have read and understand the programmatic and statutory requirements in pursuing project funds from the TNBS Climate Bond Grant Program (see Appendix A). To the authorized representative filling out this application for the applying organization/entity, please carefully review, initial, and sign this document to include with your Step 1 & 2 Tribal Nature Based Solutions (TNBS) Climate Bond project submission.

The following reflect program requirements that can be found in our program guidelines. Signature of this notice verifies the applicant entity is aware and understands the funding requirements below.

Please contact program staff at [tribalaffairs@resources.ca.gov](mailto:tribalaffairs@resources.ca.gov) if you have any questions or would like to discuss further.

**Funding Appropriation.** I acknowledge all grant funding is subject to and conditioned upon appropriation and availability of funds.

**Limited Waiver of Sovereign Immunity.** I acknowledge that a Limited Waiver of Sovereign Immunity will be required for all federally-recognized California Native American tribal grantees. The TNBS Program recognizes that waivers of sovereign immunity are a serious matter and will limit requests for waivers to the narrowest scope necessary under the terms of the grant agreement if awarded.

**Public Access.** I acknowledge that land acquisition projects funded by these grant dollars require a reasonable and defined amount of public access to the properties being purchased and enhanced with these funds. While some level of public access is required, the goal of this program is for the acquisition of these ancestral lands to facilitate and enhance ongoing tribal nature-based solutions and to conserve and protect sensitive natural or cultural resources. The defined terms of "public access" shall not restrict or endanger any of these activities or resources.

**Permanent Deed Restriction.** I acknowledge that the properties acquired as part of this program will require permanent conservation in the form of a deed restriction that will encumber the acquired property to reflect the Tribe's and the TNBS Grant Program priorities, in perpetuity.

**Application Costs.** I acknowledge that components of the application may require applicants to expend funds to complete application requirements (e.g., Phase 1 site assessment). Generally, these application-based expenses may be reimbursable with grant funds after the grantee and the California Natural Resources Agency (CNRA) have entered into an executed grant agreement. In the event that the grantee and CNRA are unable to enter into a grant agreement, those expenses will not be reimbursable.

**Property Acquisition.** I acknowledge that the property acquisition process must occur after the grant agreement is signed and all due diligence forms have been approved. Depending on the readiness of the grantee, this process may occur

anywhere between several months to over a year after funding has been awarded, though it is the TNBS Program's preference to encumber and expend funds as soon as feasible. If awarded, we agree to closely coordinate with the TNBS Program on any acquisition-related actions, including but not limited to: entering into escrow, placement of a deposit, or signing of an option to buy, changes to purchase prices, or other changes that affect the proposal made in the original application.

**Appraisal Review.** Purchase of proposed properties is contingent upon review and approval of property appraisals for Fair Market Value (FMV) by the Department of General Services (DGS). Typical DGS review may take up to 3 months, or longer for more complex appraisals. The grantee may be required to pay the fee for that review. DGS appraisal and transaction fees are reimbursable with program funds.

**Escrow Ready Project Proposals Only** (if submitting for a Standard Proposal Process, do not initial):

**Encumbrance and Expenditure Deadlines.** Proposals are eligible for escrow ready multi-benefit ancestral land return projects if applicants can demonstrate that requested grant funds will complete acquisition at Fair Market Value. Escrow ready projects will need to encumber funds by March 31, 2027, close escrow by July 30, 2027, expend funds by January 1, 2029, and submit all final invoices by March 31, 2029.

**Grant Agreement Template Negotiations.** To meet the expedited encumbrance and expenditure deadlines, Escrow-Ready projects will utilize the grant agreement template language as is. Deed restriction, work plan, and budget will undergo negotiation for finalization before grant agreement execution.

Signature: \_\_\_\_\_  
Authorized Representative

Name of Authorized Representation:

Title:

Applicant Entity:

Date Signed:

## APPENDIX B: SUBMITTAL CHECKLIST FOR ESCROW READY PROJECTS (COMBINED STEP 1 & 2)

The following is included in the Escrow Ready Project Proposal:

<b>Appendix A</b>	Notice of Funding Requirements for Step 1 & 2	
<b>Appendix C.2</b>	Project Proposal Form	
<b>Appendix C.2</b>	Project Description	
<b>Step 2</b>	Project Questions	
<b>Step 2</b>	Location and Ancestral Lands Map	
<b>Appendix F.1</b>	Work Plan and Timeline	
<b>Appendix F.2</b>	Cost Estimate/Budget	
<b>Appendix K</b>	Willing Seller Letter	
<b>Appendix I.1</b>	Certification Letter	
<b>Appendix I.2</b>	Eligibility Statement (for Non-Tribal Applicants)	
<b>Appendix L</b>	Property Data Sheet	
<b>Appendix H</b>	Authorized Resolution	
<b>Step 2</b>	Site Plan (Implementation and Ancestral Land Return projects only)	
<b>Escrow Ready</b>	Escrow Ready Documents	
<b>Step 2</b>	Photographs	
<b>Step 2</b>	Supporting Documents	

## **APPENDICES FOR STEP 1 – PRELIMINARY PROJECT PROPOSAL**

## APPENDIX C.1 – SUBMITTAL CHECKLIST FOR PRELIMINARY PROJECT PROPOSALS: STEP 1 – PRELIMINARY PROJECT PROPOSAL

The following is included in the Step 1 Preliminary Project Proposal:

<b>Appendix A</b>	Notice of Funding Requirements for Step 1 & 2	
<b>Appendix C.2</b>	Project Proposal Form	
<b>Appendix C.2</b>	Project Description	
<b>Appendix F.1</b>	Work Plan and Timeline	
<b>Appendix F.2</b>	Cost Estimate/Budget	
<b>Appendix K</b>	Willing Seller Letter	
<b>Appendix I.1</b>	Certification Letter (for Non-Profit applicants)	
<b>Appendix I.2</b>	Eligibility Statement (for Non-Tribal Applicants)	
<b>Appendix L</b>	Property Data Sheet	
<b>Appendix H*</b>	Signed letter or resolution from the chairperson of the tribe(s) that is/are actively supported by the application.  <i>*Note, a formal resolution from a federally-recognized California Native American tribe is welcome for Step 1 but not required; a letter signed by the Chairperson will also suffice. A formal resolution will be required if applicants are invited to Step 2.</i>	

## APPENDIX C.2- PRELIMINARY PROJECT PROPOSAL INFORMATION FORM

### Project Information

Project Title:

Project Description:

Total Project Cost:

Funding Amount Requested:

Project Start Date:

Project End Date:

Project Location:

County:

Latitude:

Longitude:

### Applicant (Legal Owner of the Project)

Applicant Name:

Applicant Federal ID Number (FEIN):

Applicant California tax identification number, if applicable:

Attach evidence of the applicant's active status as a legal entity:

#### **FEDERALLY RECOGNIZED TRIBES:**

- Evidence of inclusion in the annually published federal register from the Secretary of the Interior pursuant to 25 Code of Federal Regulations, Part 83, Section 104 of the Federally Recognized Indian Tribe List Act of 1994.

#### **FOR CORPORATIONS:**

- An IRS 501(c)(3) determination letter or a printout from the IRS tax-exempt organization search tool on the official IRS website is sufficient. See <https://apps.irs.gov/app/eos/>; or
- A printout from the Secretary of State business search web page showing the corporation is Active is sufficient. See <https://bizfileonline.sos.ca.gov/search/business>

### Primary Applicant Point of Contact

Full Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Secondary Phone Number:

Email:

**Secondary Applicant Point of Contact**

Full Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Secondary Phone Number:

Email:

**Project Description:**

Describe the project including expected project deliverables by answering the question prompts below. Project summaries are limited to 10,000 characters (including spaces). Information provided in excess of 10,000 characters will not be considered during application review.

**Select only one project type:**

- Ancestral Land Return with a Planning project
- Ancestral Land Return with an Implementation project
- Ancestral Land Return with a Planning and Implementation project

**Please address the following in the project description:**

- Describe the goals and objectives of the ancestral land return project;
- What tribe and/or surrounding communities the project serves;
- Highlight any vulnerable, disadvantaged, or severely disadvantaged communities that would benefit from the project.
- What nature-based solutions the project intends to advance and the multi-benefits they will achieve;
- What components of this will advance conservation in perpetuity and support public access?
- And how the project will be evaluated, including metrics that can be used to track the progress and success of the grant.
- Provide a brief description of current site conditions, baseline conditions, and expected benefits of the planning and/or implementation components of the project.
- Describe any relevant deliverables for the project components.
- List any key partners and any collaborating entities and their roles in the project.

## **APPENDICES FOR STEP 2 – FINAL PROJECT PROPOSAL**

## APPENDIX D – SUBMITTAL CHECKLIST FOR FINAL PROJECT PROPOSALS (STEP 2)

The following are included in the Step 2 Project Proposal Application:

<b>Appendix A</b>	Notice of Funding Requirements for Step 1 & 2 and Signature Page	
<b>Step 2</b>	Project Questions	
<b>Step 2</b>	Location and Ancestral Lands Map	
<b>Appendix F.1</b>	Work Plan (if updated or changed since Step 1)	
<b>Appendix F.2</b>	Cost Estimate (if updated or changed since Step 1)	
<b>Appendix H.2</b>	Authorized Resolution (if not previously provided)	
<b>Step 2</b>	Site Plan (Implementation and Ancestral land return projects only)	
<b>Step 2</b>	Phase I ESA	
<b>Step 2</b>	Photographs	
<b>Step 2</b>	Supporting Documents	

## APPENDIX E: STEP 1 ELIGIBILITY CHECK & STEP 2 SCORING RUBRIC

Step 1- Preliminary Project Proposal Eligibility Check

REVIEWER: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

**FUNDING AMOUNT REQUESTED:** \_\_\_\_\_

**SELECT PROJECT TYPE:** Acquisition / Planning / Implementation

Eligibility Questions	Circle	Comments or Questions
Is applicant a CA Native American tribe? If applicant is not a tribe, does the applicant provide a signed letter or resolution affirming partnership with a tribe?	Yes No N/A	
Does applicant provide a complete Step 1 Preliminary Project Proposal Application?	Yes No N/A	
Does applicant provide a willing seller letter (Appendix K)?	Yes No N/A	
Is proposed property acquisition located within the Tribe's ancestral territory?	Yes No N/A	
If within reservation or trust boundaries, does the applicant have authority and jurisdiction or support from entity with authority or jurisdiction over the reservation or trust property?	Yes No N/A	
Does the project description address plans for conservation in perpetuity?	Yes No N/A	
Does the project include nature-based solutions that align with Pathways to 30x30 and the Natural Working Lands Climate Smart Strategy?	Yes No N/A	
Does the project have a reasonably defined public access component?	Yes No N/A	
Recommendation to invite to Step 2 for Full Project Proposal Submission?	Yes No N/A	

**Additional Comments:**

Step 2- Full Project Proposal Scoring Sheet

REVIEWER: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

**FUNDING AMOUNT REQUESTED:** \_\_\_\_\_

**SELECT PROJECT TYPE:** Acquisition / Planning / Implementation

**SELECT PROJECT TYPE:** Record total scored points and calculate percentage

Acquisition and Planning (100 points total) = Total/100 = \_\_\_\_\_ %

Acquisition and Implementation (125 points total) = Total/120= \_\_\_\_\_ %

Acquisition and Planning and Implementation= (150 points total) = Total/140= \_\_\_\_\_ %

Final scoring percentages will be used to compare applications in a standardized approach across project types. CNRA staff will utilize quantified scoring percentages, total scores, and other relevant factors to ensure a fair distribution of funds. These factors include, but are not limited to, geographic distribution of funds, previous grant performance, the likelihood of successful project implementation, and feasibility to accept partial funding.

**Instructions:** Reviewers are to award whole points. No half or partial points will be accepted.

SCORING KEY

**Highly Satisfactory:** The applicant organization explicitly addresses criteria by providing comprehensive descriptions, thorough details, and examples. Relevant examples and data are included to support the information presented. The applicant organization demonstrates a strong understanding of the topic, and the level of detail reinforces each response clearly and how the project will be implemented.

**Satisfactory:** The applicant organization provides adequate descriptions and relevant details in addressing the criteria, but the response is not fully comprehensive. The applicant organization demonstrates a sound understanding of the topic and includes pertinent examples. It is possible to specify what makes the response better than acceptable but not up to the standards of outstanding.

**Moderately Satisfactory:** The applicant organization provides a basic response to the criteria but does not include enough detail or pertinent examples. Key descriptions, details, and examples are limited. The applicant organization does not effectively translate the requirements of the Guidelines into practice.

**Minimally Satisfactory:** The applicant organization provides minimal details and insufficient descriptions that do not completely address the criteria. Limited information is presented, or the applicant merely repeats information included in the Guidelines. The applicant may address part of the criteria but miss a key point or there are major gaps in the information presented.

**Unsatisfactory:** The applicant organization does not explicitly address the criteria and the information provided does not satisfy program priorities or needs. The applicant organization may mention priorities defined in Guidelines but does not elaborate on the response. The applicant organization skips or otherwise ignores the criteria or includes irrelevant information that does not address priorities defined in Guidelines. As a result, the answer is completely deficient in addressing the criteria.

## **ACQUISITION PROJECT SCORING: WORTH 75 POINTS**

1. Significance of Property Purchases (35 points)	Score	Comments and Questions:
<p>1.1 - The applicant has shown that the project meets the stated priorities:</p> <ul style="list-style-type: none"> <li>• Project has an existing management plan, on a property adjacent to the proposed acquisition, and is seeking implementation funding to execute the existing plan.</li> <li>• Projects within current reservation boundaries that address checkerboarding* issues or are directly adjacent to reservation, trust land, or tribal fee land boundaries.</li> <li>• If in shared ancestral territories, will be jointly owned and/or managed by inter-tribal consortium, tribal conservation district, or partnership.</li> <li>• Projects directly adjacent to conserved lands or coastal waters and improving habitat connectivity.</li> <li>• Projects with secured partial funding (from other state, federal, tribal, philanthropic, donated, or private funds) and can demonstrate requested TNBS funds will fund whole acquisition (at fair market value).</li> <li>• Applicants are landless tribes or tribes with minimal lands (20 acres or less).</li> <li>• Projects that restore access to cultural resources and traditional foods to tribal members.</li> <li>• Projects that have economic development and financial planning for multi-benefit nature-based solutions projects. For example, ecotourism to help fund the long-term management of the conserved lands.</li> </ul>		

<ul style="list-style-type: none"> <li>Projects that limit their development to no more than 10% of the total property acreage in perpetuity.</li> <li>(ESCROW READY Proposals ONLY) Applicants can demonstrate completion of due diligence documents required to enter into escrow, such as but not limited to: basic title analysis, Phase I Assessments, negotiated Purchase and Sale Agreement for purchase of property at fair market value.</li> </ul>		
1.2 – The applicant has shown that the project meets stated Climate Bond priority to advance direct, multi-benefits to vulnerable, disadvantaged, and severely disadvantaged communities.		
1.3 - The applicant can demonstrate the purchase of the property is significant to the Tribe and to the Tribe's ancestral land return and nature-based solution priorities. This can include the following:  The Tribe(s) will have future ownership over the property in fee (reduced points if Tribe will only own a conservation easement or water rights) The Tribe's community will have access to the property for cultural or traditional purposes Basic title analysis shows limited to no encumbrances on the property. Properties that include encumbrances which may directly adversely impact program priorities will be deemed ineligible.		
<b>2. Multi-benefit Nature-based Solutions project (10 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>
The applicant can demonstrate the purchase of the property advances multi-benefit nature-based solutions projects, as defined by the TNBS Climate Bond guidelines and consistent with the multi-benefit nature-based solutions called for in California's Natural and Working Lands Climate Smart Strategy and/or Pathways to 30x30 Strategy.		
<b>3. Post grant award readiness (5 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>
The applicant has identified a clear description of the immediate steps to be taken post-grant award.		
<b>4. Funding (5 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>

Applicants demonstrate that requested TNBS funds, either alone or in addition to external funding, will fund whole property acquisition (at fair market value). Full points will be awarded to applicants that provide high level detail and supporting documentation of funding support.		
<b>5. Long-term Ownership and Management (10 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>
The applicant has provided a plan for long-term ownership and management of the property, including future funding strategies. Points awarded based on the completeness of the plan for long-term ownership and management, as well as strategies for acquiring future funding. *Note, fundraising activities themselves are not fundable under the terms of this grant.		
<b>6. Organizational Capacity (10 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>
6.1 The applicant has experience in completing similar projects or has clearly indicated the partnerships in place to support the applicant in completing similar ancestral land return projects.		
6.2 The applicant has demonstrated fiscal capacity to carry out the proposed ancestral land return project.		

### **PLANNING PROJECT SCORING:**

<b>1. Planning Component (25 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>
1.1 Planning activities, associated deliverables, future goals and priorities are clear and viable.		
1.2 Planning activities include outreach, education, or engagement with potentially impacted parties and provide clear benefits to tribal and/or local surrounding communities.		
1.3 – Planning activities include training and professional/technical skill development to build staff capacity and support.		
1.4 – Planning activities articulate how proposed activities support nature-based solutions and prepare the applicant for successful future implementation.		

## **IMPLEMENTATION PROJECT SCORING:**

<b>1. Implementation Component (50 points)</b>	<b>Score</b>	<b>Comments and Questions:</b>
1.1- Project components include a timeline and associated deliverables. Each component and any associated deliverables are identified clearly and succinctly.		
1.2 –The project activities identify a clear benefit to the Tribe'(s) ancestral lands, tribal communities, and surrounding local communities.		
1.3 –The Implementation component of the project clearly advances a nature-based solution, consistent with solutions called for in <i>California's Natural and Working Lands Climate Smart Strategy and/or Pathways to 30x30 Strategy</i> .		
1.4 – Project satisfies a nature-based solutions workforce (ex. Tribal Conservation Corp) or an economic development component.		
1.5 – Project identifies the ways to monitor, document outcomes and measure success to achieve the benefits that were intended for the project.		

### **Additional Comments:**

## APPENDIX F.1- WORK PLAN TEMPLATE

**Applicant Name:**

**Project Title:**

**Project Type:**

**Proposed Timeline:** Start Date (DD/MM/YYYY) through End State (DD/MM/YYYY)

**Project Summary:**

Describe the nature-based solutions the project intends to advance and the issues the project would be addressing (feel free to copy and paste information from Appendix C.2-Project Description).

**Key Objectives:**

Describe the key objectives the project hopes to accomplish upon completion and the key benefits (feel free to copy and paste information from Appendix C.2-Project Description).

**Project Tasks and Deliverables:**

Task 1: Action to advance project objectives

Deliverable: Tangible accomplishment that is trackable/measurable

Staff: Staff (Name, Title) responsible for executing Task

Task 2:

Deliverable:

Staff:

Task 3:

Deliverable:

Staff:

Task 4:

Deliverable:

Staff:

**Draft Project Timeline:**

Please include a breakdown outlining deliverables with deadlines. Bulleted points are acceptable. Applicant may provide timeline breakdown in months or in quarters by the project year. Applicant may also use visual timelines such as a GANTT chart. Whichever version used, the timeline must connect Tasks/Deliverables to the timeline for completion/delivery.

### Example Timeline GANTT CHART

Y2025	Q1	Q2	Q3	Q4
Task 1				
Deliverable 1.1				
Deliverable 1.2				
Task 2				
Task 3				
Task 4				

### Personnel Breakdown:

Title	Maximum Hourly Rate

Is fringe included in the hourly rate: **YES** / **NO**

If yes, what is the fringe rate: XX%

## APPENDIX F.2 – COST ESTIMATE/BUDGET

In preparing a cost estimate for the project, applicants should comply with the following: All project components, timelines, steps, and other elements should be detailed and customized to fit the project. Grantees should label each column with the associated Tasks and/or Deliverables.

Each element should be clearly described in the project narrative.

Each funding source must have its own column. Other Funding Source columns headings should specify cash or in-kind.

Tribal Nature-Based Solutions Grant and Other Funding Source columns should sum to the Total Cost column.

The cost of specific non-labor project elements funded by the grant should not be split between the grant and other funding sources.

The estimates provided should be based on quotes by a general contractor, cost estimator, or provided directly by a qualified vendor or sub-contractor.

Add/delete elements and funding sources as needed. Be sure all costs are eligible, within allowable limits, and all columns add up correctly.

For all projects, Ancestral Land Return project costs should account for at least 75% of the total grant, other project components (Planning and/or Implementation) are capped at twenty-five percent (25%) of the grant request.

Contingency costs can be no more than ten percent (10%) of the grant request.

Grantees that wish to charge indirect/overhead must include as a separate line item in the budget and limit to 20% of the total direct costs of the grant. Tribal grantees will be eligible to substitute or request the use of a federally negotiated rate. Inservice payroll may not include a “billable rate” or administrative cost allocation. See Appendix G for further information on requirements if requesting indirect/overhead

## APPENDIX F.2 COST ESTIMATE/BUDGET TEMPLATE – ANCESTRAL LAND RETURN PROJECTS

Applicants are encouraged to input information as completely as possible with best knowledge of anticipated project needs. Items listed in the Task/Project Elements below are an example of types of costs within each project category. Please reference Appendix G for Eligible Costs.

TASK/DELIVERABLES	Task/Project Elements	Unit Price	Unit of Measure	Quantity	Total Cost	Requested TNBS Climate Bond Funding	Other Funding (if applicable)
<b>Land Acquisition</b>							
	<b><u>PRE-ACQUISITION DUE DILIGENCE</u></b>						
Example: Task 1, Deliverable 1.1	Title Reports		Title Reports (completed)				
	Property Appraisals		Appraisal Cost Per Property (completed)				
	Phase 1 Environmental Report		Phase 1 Environmental Report (completed)				
	Any Other Relevant Due Diligence		Legal Services for drafting Deed Restrictions, Land Title Research, etc.				
	<b><u>ACQUISITION</u></b>						
	Property (APN, Acres)	(Fair Market Value of	Purchase Price Per Property				
	<b><u>ACQUISITION-ASSOCIATED COSTS</u></b>						
	Title Insurance						

Task/Deliverables	Task/Project Elements	Unit Price	Unit of Measure	Quantity	Total Cost	Requested TNBS Climate Bond Funding	Other Funding (if applicable)
	Closing Costs						
	Real Estate Consultant Fees						
	Department of General Services (DGS) Appraisal Report Review						
<b>TOTAL REQUESTED ACQUISITION COSTS</b>							
<b>Planning</b>	<b><u>PROJECT ADMINISTRATION (INTERNAL)</u></b>						
	Director						
	Environmental Director						
	THPO						
	Project Manager						
	<b><u>STAFF/CONTRACTORS (EXTERNAL)</u></b>						
	Surveyor						
	Archeologist						
	<b><u>SURVEYING COSTS</u></b>						
	Archeology Survey						
	Tribal Cultural Monitor Survey						
	American Land Title Association (ALTA) Survey aka Boundary Survey						
	Permitting and Environmental						

Task/Deliverables	Task/Project Elements	Unit Price	Unit of Measure	Quantity	Total Cost	Requested TNBS Climate Bond Funding	Other Funding (if applicable)
	Compliance						
	<b><u>COMMUNITY ENGAGEMENT</u></b> (not to exceed 10% of the total grant)						
	Equipment Rental						
	Printing Services						
	Community Outreach Facilitator						
	Printing Materials/Supplies						
	<b><u>BACKGROUND RESEARCH</u></b>						
	Traditional Ecological Knowledge Survey						
	Land Use Research						
	Historic Use and Access Research						
<b>TOTAL REQUESTED PLANNING COSTS (Not to exceed 25% of Grant Request)</b>							
<b>Implementation</b>	<b><u>MATERIALS AND SUPPLIES</u></b>						
	Equipment						
	Transportation						
	Native seeds/plants						
	Portable no-impact facilities						
	<b><u>LABOR (staff, contractors, etc.)</u></b>						

Task/Deliverables	Task/Project Elements	Unit Price	Unit of Measure	Quantity	Total Cost	Requested TNBS Climate Bond Funding	Other Funding (if applicable)
	Tribal Workforce Corpsmembers						
	Construction Foreman						
	Cultural Monitor						
	<b>OTHER</b>						
	Security						
	Signage (safety, education, funding acknowledgement, etc.)						
<b>Total Requested Implementation Costs (Not to Exceed 25% of Total Grant Request)</b>							
<b>DIRECT COSTS</b>							
<b>(Acquisition + Planning + Implementation Costs)</b>							
<b>INDIRECT COSTS</b>							
<b>Total Requested Indirect Costs (Not to Exceed 20% of Direct Costs)</b>							
<b>CONTINGENCY</b>							
<b>Total Contingency (Not to Exceed 10% of Total Grant Funds)</b>							
<b>TOTAL PROJECT COST</b>							
<b>TOTAL TNBS GRANT REQUEST</b>							

All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

## APPENDIX G – ELIGIBLE COSTS

Direct project-related costs and indirect/overhead costs that can be directly tied to the project that are incurred during the project performance period specified in the grant agreement are eligible for reimbursement. All eligible costs must be supported by appropriate documentation, including timesheets for in-house labor. Costs incurred outside of the project performance period are not eligible for reimbursement.

### ALL PROJECTS

**Direct Costs** – Costs that are directly tied to the implementation of the project to be funded and incurred during the project performance period specified in the grant agreement. Endowments for ongoing project maintenance are not eligible and will not be reimbursed.

**Contingency** – Up to ten percent (10%) of the grant may be budgeted for contingency costs. All contingency costs must be eligible per these guidelines. Contingency funds may not be used to increase the amount of funds that can be used for project management/non-construction (pre-implementation) work. Contingency funds must be reprogrammed into new or existing eligible elements prior to expending. To do so, Grantees must communicate their proposed expenditures to their Grant Administrator for review and approval before purchase. Unspent funds will be returned to the State.

**Contracted Services** – The costs of contracted services may be reimbursed if invoices are presented with payment requests that identify the specific project activities and include evidence of payment.

**Personnel or Employee Services** – Costs for the services of grantee's employees directly engaged in project execution must be computed according to grantee's prevailing wage or salary scales and may include benefits such as vacation, sick leave, Social Security contributions, etc., that are customarily charged to grantee's various projects. Costs charged to the project must be computed on actual time spent on the project and evidenced by time and attendance records describing the work as well as payroll records. Overtime costs may be allowed under grantee's established policy, provided the regular work time was devoted to the same project.

Salaries and wages claimed for employees working on State grant-funded projects must not exceed grantee's established rates for similar positions.

Projects must comply with Labor Code Section 1771.5. Therefore, cost estimates should include prevailing wages, as applicable. See the Department of Industrial Relations' Division of Labor Statistics and Research website at <http://www.dir.ca.gov/DLSR/PWD/index.htm> for general prevailing wage determinations. For questions about prevailing wage, contact Department of Industrial Relations.

**Supplies and Materials** – Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than that paid by the Grantee.

**Community Engagement** – Up to ten percent (10%) of the grant may be budgeted for costs of engaging community members through community meetings and events directly related to the project are eligible.

**Indirect/Overhead** - Overhead costs are the non-project specific costs of doing business that are not directly related to the implementation of the project to be funded (for example, rent, computers, telephones, office supplies, internet access, copy machines, electricity). Certain types of overhead are not allowed including, food and beverage, fundraising, lobbying and entertainment. Any cost that is billed as a direct cost may NOT be included in indirect/overhead.

Grantees that wish to charge indirect/overhead must be able to document the appropriateness of the charges. One typical method for documentation is to have a Cost Allocation Plan. Other methods may also be adequate, but it is the grantees' responsibility to determine this based on Generally Accepted Accounting Principles. It is recommended that grantees develop an appropriate method for calculating their indirect/overhead rate and determine what costs may be allocated to the grant, subject to the Agency's approval and the 20% limit. It is the responsibility of the grantee to maintain appropriate records for all indirect/overhead costs and to be able to provide those records in the event of an audit.

Indirect/overhead should be included as a line item in the approved project budget and limited to a **maximum of 20%** of total direct costs of a grant. Grantees may implement a lower or no indirect rate if they so choose.

CNRA will accept federally negotiated indirect rates with appropriate documentation of negotiated rates and justification for need from grantee.

**Development**- refers to any project that physically improves, builds, or changes current land or existing structures. Some examples may also include building new roads and upgrading existing infrastructure.

If upgrading of existing infrastructure includes expanding the footprint of a building and/or causes significant disturbance and changes to the land, it could potentially be considered development. Grantees are encouraged to connect with TNBS Grant staff before finalizing development designs and plans.

Development projects or disruption to the land may require permits, environmental reviews pursuant to the California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA), and long-term access and operation and maintenance agreements.

Please note that depending on the type of development and location, city/county/state/federal laws may apply to the approval, design, construction, and/or maintenance of said development. Grantees may utilize TNBS funds to support the identification of these laws and support staff time towards seeking permits and

approval.

The TNBS program allows grantees to identify future proposed development on acquired properties in their application. However, proposed development locations and/or scope must be identified in the application and must be consistent with and not impede proposed nature-based solutions project prosed for program funding. Development must also be designed to reduce environmental impacts and support environmental health and the protection of natural and cultural resources. Grantees will be asked to affirmatively demonstrate how proposed development will meet these standards.

Though not a requirement for project eligibility, the TNBS Climate Bond Grant program encourages grantees to propose developments **equal to or less than 10% of the total property acreage**. Projects proposing and committing to no more than 10% development on the property will be considered more competitive and this will be reflected in points awarded to projects invited to apply.

Some permanent housing development on acquired lands is **allowable** but **not fundable** by these grant funds. However, housing with a clear tie to the proposed nature-based solution goals are **allowable** and **fundable** by these grant funds. Permanent housing plans will need to be discussed with the TNBS Grant Team prior to submitting a Step 2 proposal and the scope and scale of what will be permissible on acquired lands must be consistent with those discussions.

Acceptable development should include measures to reduce impacts to the environment, increase restoration and other nature-based solutions, and go above and beyond standard development mitigation measures. These measures can include protective environmental permitting under tribal law, unconditional dedications, exactions, and other commitments from the Tribe and/or the developer. Additional examples of acceptable development include:

- Projects providing workforce housing tied to a nature-based solution (ex. summer work crews, fire crews, training, summer camps, environmental camps, stewardship activities, community center, etc.).
- Projects to support nature-based solutions economic development opportunities (ex. native plant nursery, camping, ecotourism, etc.).
- Projects rebuilding damaged or retrofitting existing structures or roads/trails to support safe access, nature-based solutions work, and proposed project activities.
- Projects building upon existing foundations for developments and structures that will support nature-based solutions work and proposed project activities.

While TNBS Climate Bonds cannot fund the actual development/construction of certain structures, TNBS funds can support compatible activities that implement nature-based solutions on and/or around the footprint of the development project. See 'Developed Lands' in CNRA's Natural and Working Lands Climate Smart Strategy (pg. 46-47) for examples of nature-based solutions.

**Equipment**- is defined as any tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit

acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000.

**Other Expenditures** - In addition to the major categories of expenditures, grant funding may be used for miscellaneous costs necessary for execution of the project at the discretion of the State. Some of these costs may include:

- Premiums on hazard and liability insurance to cover personnel and/or property.
- Work performed by another section or department of grantee's agency that can be documented as direct costs to the project (see requirements above under Personnel or Employee Services).
- Transportation costs for moving equipment, program participants, or personnel. Training costs for staff to increase cultural, Traditional Ecological Knowledges, and traditional competency.

For projects selected for funding, reasonable costs incurred to prepare project application materials for this Program required in Step 2 – 4 may be eligible for reimbursement.

## **PROJECTS WITH IMPLEMENTATION COMPONENT**

**Project Management/Non-Construction Costs – Up to twenty-five percent (25%)** of grant funds for an implementation project may be spent on project management/non-construction (pre-implementation) costs, including, but not limited to, planning and design, environmental documents, architecture and engineering, construction plans, permitting, and direct project administration and management.

### **Implementation/Construction**

All necessary labor and construction activities to complete the project are eligible, including site preparation (demolition, clearing and grubbing, excavation, grading), monitoring (including soil and water testing during implementation), onsite/field implementation, and supervision required for implementation, etc. The grant can pay for up to two years of plant establishment, as deemed appropriate.

Trees, supplies and materials may be purchased for a specific project or may be drawn from a central stock, provided they are claimed at a cost no higher than that paid by the Grantee.

Grantees in the business of growing plants may not charge retail rates for plants reared for a project; however, charges for materials and staff time are allowable.

Trees larger than 15 gallons in size are not eligible for reimbursement.

Equipment owned by Grantee may be charged to the project for each use. Equipment use charges must be made in accordance with Grantee's normal accounting practices. The equipment rental rates published by the California Department of Transportation may be used as a guide (refer to <http://www.dot.ca.gov/hq/construc/equipmnt.html>).

If Grantee's equipment is used, a use log or source document must describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

Equipment may be leased, rented, or purchased, whichever is most economical.

If Grantee purchases Equipment with anticipated longevity beyond the performance period of the Grant Agreement and Proposed Project Activities, the Grantee must utilize the equipment to support complimentary nature-based solutions and/or long-term maintenance of the acquired property. This condition will be recorded in the Special Provisions of the Grant Agreement.



## APPENDIX H – RESOLUTION TEMPLATES

### Appendix H.1 - Tribal Resolution in Support of Grant Application Template

(Optional for Step 1 in lieu of formal letter signed by chairperson, required for Step 2)

Resolution No: \_\_\_\_\_ RESOLUTION **(GOVERNING BODY OF TRIBE)**

#### APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE TRIBAL NATURE-BASED SOLUTIONS PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the California Native American tribe's governing body before submission of said application(s) to the State; and

WHEREAS, the Applicant is (working on behalf of) (is an inter-tribal consortium) (is a tribal conservation district) in partnership with **TRIBE NAME** and the **PROJECT NAME** benefits **TRIBE NAME**'s multi-benefit nature-based solutions priorities by \_\_\_\_\_.

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project and will ensure meaningful collaborative partnership with **TRIBE NAME** throughout the lifetime of **PROJECT NAME**.

NOW, THEREFORE, BE IT RESOLVED that the **(Governing Body)** approves the filing of an application for the **(name of the project)**; and

FURTHER RESOLVES that **PROJECT NAME** benefits **TRIBE NAME**'s multi-benefit nature-based solutions priorities by \_\_\_\_\_.

FURTHER RESOLVES the **(designate position, not person occupying position)**, or designee, as agent to work with Applicant in the development of the application(s) and to represent **TRIBE NAME** in conversations with the State regarding the **PROJECT NAME** application.

As of the adoption of this Resolution **POINT OF CONTACT NAME** will serve as the point of contact and can be reached at **PHONE NUMBER** and **EMAIL ADDRESS**.

Approved and adopted **DAY, MONTH, YEAR**. I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the **(Governing Body)**.

Following Roll Call Vote:

Ayes: \_\_\_\_\_ Nos: \_\_\_\_\_  
Absent: \_\_\_\_\_

Chairperson for **TRIBE NAME**

Clerk/Secretary for **TRIBE NAME**

## Appendix H.2 - Authorized Resolution Template (for Step 2)

Resolution No: \_\_\_\_\_ **RESOLUTION (GOVERNING BODY OF GRANTEE)**

### APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE TRIBAL NATURE-BASED SOLUTIONS PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the **(Governing Body)**

Approves the filing of an application for the **(name of the project)**; and

Certifies that Applicant understands the assurances and certification in the application package; and

Certifies that Applicant or title holder will have enough funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and

Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and

If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)* (or *National Environmental Policy Act (NEPA)* as applicable), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and

Certifies that Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

Appoints the **(designate position, not person occupying position)**, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not

limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the **DAY, MONTH YEAR**. I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the **(Governing Body)**.

Following Roll Call Vote:

Ayes: \_\_\_\_\_ Nos: \_\_\_\_\_ Absent: \_\_\_\_\_

---

Clerk/Secretary for the Governing Board

## APPENDIX I.1 - CERTIFICATION LETTER REQUIREMENTS

For Step 1 applicants that do not have a governing board or council, a certification letter from the council's Director or Chief Executive Officer must be furnished.

Approve the filing of an application for the **(name of the project)**; and Certify that the applicant(s) understands the assurances and certification in the application; and

- Certify that the applicant(s) or title holder will have enough funds to operate and maintain the project consistent with the grant guideline requirements or will secure the resources to do so; and
- Certify that the applicant(s) will comply with the provisions of Section 1771.5 of the California Labor Code; and
- If applicable, certify that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)* (or *National Environmental Quality Act (NEPA)* if applicable), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
- Certify that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1;
- Appoint the **(Title/Position of Authorized Representative (e.g., Executive Director, President, etc. Do not insert an individual's name))**, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).
- Contain the signature of the Council Director or Chief Executive Officer.

## **APPENDIX I.2-ELIGIBILITY STATEMENT (IF APPLICANT IS A NON-TRIBAL ENTITY)**

*Explain how the applicant is an eligible applicant for this program.*

Non-tribal non-profit entities may support California Native American tribes and tribally led entities in applying for the program. Applications can be submitted on behalf of an inter-tribal consortium, tribal conservation district, or partnerships. Applications submitted by non-tribal entities or inter-tribal consortium, tribal conservation district, or partnerships must describe how the project will serve the supporting tribe(s) and community.

## APPENDIX J – ENVIRONMENTAL COMPLIANCE

Prior to approval and distribution of grant funds for construction/implementation, every proposed project shall comply with the California Environmental Quality Act, Division 13 (commencing with section 21000; 14 California Code of Regulations section 15000 et seq. ["CEQA"]). Projects may be required to comply with the National Environmental Policy Act ("NEPA") depending on the specifics of the project.

The State of California, acting through its administering agencies and departments, will typically act as a responsible agency for the purposes of CEQA. Therefore, prior to the State approving funding for a proposed project, **one** of the following **must** be submitted.

The Notice of Exemption filed with the County Clerk and State Clearinghouse (as applicable) if the proposed project is categorically or statutorily exempt, with the appropriate Public Resources Code section citation to the exemption(s) being relied upon by the lead agency.

The Negative Declaration or Mitigated Negative Declaration adopted by the lead agency and Initial Study, including a copy of the Environmental Checklist Form located in Appendix J of the CEQA Guidelines and the Notice of Determination filed with the County and with the State Clearinghouse. If the lead agency has adopted a Mitigated Negative Declaration, the applicant must also provide the adopted mitigation monitoring and reporting program\*.

The Final Environmental Impact Report certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix J of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with the County and the State Clearinghouse. Please include any State Clearinghouse Responses received by the applicant\*.

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

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

Pursuant to section 75102 of the Public Resources Code, before the adoption of a Negative Declaration or Environmental Impact Report, the lead agency shall notify the proposed action to California Native American tribes identified on the contact list maintained by the Native American Heritage Commission as having ancestral lands located within the area of the proposed project.

**Native American Graves Protection and Repatriation Act (NAGPRA):** Grantees must comply with NAGPRA which provides a process to return certain Native American cultural items – human remains, funerary objects, sacred objects, or objects of cultural patrimony – to lineal descendants, culturally affiliated Indian tribes and Native Hawaiian organizations.

**National Historic Preservation Act:** Projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, where appropriate, to ensure the historical integrity of the project, and comply with the National Historic Preservation Act, Section 106.

## APPENDIX K – WILLING SELLER LETTER (LAND ACQUISITIONS)

All grant packages must include Willing Seller letters from each person on the title. The letter must include the following information and be signed and dated by the legal owner(s) of each parcel to be acquired. Include the legal owner's name in print and their title. If the letter is being signed by a representative of the landowner, include separate legal documents (e.g., trust documents) authorizing them to sign for the landowner.

### (TEMPLATE -- WILLING SELLER LETTER)

Date:

To: California Natural Resources Agency Tribal Nature-Based Solutions Program

From: **Name(s) of Legal Owner (Trust, etc.)**

**Address of Legal Owner(s)**

Re:

Parcel number(s):

County:

Property Address:

To Whom It May Concern:

This letter is provided to confirm that (name of owner, trust, etc.), owner of the above referenced property, is a willing participant in the proposed real property transaction.

Should grant funds be awarded to the grant applicant, **(name of grant applicant)**, then **(name of owner, trust, etc.)**, as Seller, is willing to enter into negotiations for the sale of the real property for a purchase price at or below fair market value.

The Seller affirms and understands that the State will review the property's appraisal to confirm purchase price is at fair market value. Fair market value is established by an appraisal prepared by a licensed real estate appraiser and **approved by the Department of General Services (DGS)**.

The Seller affirms and understands that the State cannot enter into escrow until the grant agreement is executed between State and Grantee.

Acknowledged:

**Signature of landowner**  
**Printed name and title**

**Date signed**

**Signature of landowner**  
**Printed name and title**

**Date signed**

## APPENDIX L – PROPERTY DATA SHEET

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Indicate and attach all required documents\* including any clarifying comments below. Attach additional sheets if necessary.

No.	Owner Name	Assessor Parcel Number(s)	Acreage	If parcel(s) owned by applicant(s), indicate type of ownership (Fee Simple, Easement, Other (please describe))	For all parcels, indicate document used to demonstrate ownership and attach a copy of each document- clearly labeled with the APN- to this document (for example, tax bill, grant deed, etc...)	If parcel(s) not owned, Grantee(s) indicate the document verifying the terms and Permissions to complete the project. (for example, lease, Joint Powers Agreement, letter from the owner, or other (please describe))	Entity to perform O&M	# of years O&M to be performed
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Total Number of Parcels:

Total Number of Acres:

Comments:

## APPENDIX M – SITE CONTROL/LAND TENURE REQUIREMENTS

The State recognizes that specific activities on the project property may change over time; however, all uses on the property must remain compatible with the Tribal Nature-Based Solutions Grant Program, in accordance with the following requirements:

### **Development Projects**

Grantee shall maintain and operate the property developed pursuant to this grant for a period of:

At least 10 years for grants \$300,000 or more.

Grantee shall not use or allow the use of any portion of the real property for mitigation (i.e., to compensate for adverse changes to the environment elsewhere).

Grantee shall not use or allow the use of any portion of the real property as security for any debt.

With the approval of the State, Grantee or Grantee's successor in interest in the property may enter into an agreement with another party to maintain and operate the property in accordance with this grant program. At a minimum, the agreement must do the following:

- Clearly spell out the roles of each party in detail.
- Be signed by both parties signifying their acceptance.
- Not terminate prior to the length of site control/land tenure required by the grant agreement (only agreements that allow early termination for cause or by mutual consent will be acceptable)
- Include language that Grantee will resume responsibility for ongoing operation and maintenance in the event of cancellation

Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. Good cause includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

### **Capital Vehicle Acquisition Projects**

Grantee shall maintain and operate the vehicle acquired pursuant to this grant for a period of at least eight years.

Grantee may be excused from its obligations for operation and maintenance of the vehicle only upon the written approval of the State for good cause. Good cause includes, but is not limited to, natural disasters that damage the vehicle and render the use obsolete.

## APPENDICES FOR STEP 3 - SUPPORTING DOCUMENTATION (QUALIFYING AND INVITED PROJECTS ONLY)

<b>The following is required for all invited projects:</b>	
Payee Data Record (See Appendix O)	
<b>For Implementation and Ancestral Land Return Projects only:</b>	
Operation and Maintenance (if applicable)	
Project Permit Approval Status (if applicable) (see Appendix N)	

## APPENDIX N – PROJECT PERMIT APPROVAL STATUS

Indicate the status of all federal, state, tribal and local permits required for the project. Describe any potential delays due to permitting (indicate specific permits). **If acquiring a long-term encroachment permit, submit evidence the entity with jurisdiction is aware of the project and is willing to work with applicant to issue the permit.**

This list is not all-inclusive. It is grantee's responsibility to identify and obtain all applicable permits.

Permitting Agency	Type of Requirement	Required	Applied	Acquired	Expected Date
California Department of Fish and Wildlife	Lake or Streambed Alteration Agreement (Section 1600)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
California Department of Fish and Wildlife	Incidental Take Permit or Consistency Determination (CESA) (California Endangered Species Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Department of Transportation	Encroachment Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coastal Commission	Letter of Consistency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Regional Water Quality Control Board	401 Water Quality Certification or Waste Discharge Requirement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	Water Rights Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Water Resources Control Board	General Industrial Storm Water Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Lands Commission	Permit (if using State owned property)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
State Office of Historic Preservation	Section 106 Consultation with State Historic Preservation Officer (National Historic Preservation Act of 1986)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Fish and Wildlife Service (USFWS)	Section 7 Consultation, Biological Opinion or Section 10 Permit (Endangered Species Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers (ACOE)	Section 404 Permit (Clean Water Act)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Army Corps of Engineers	Section 10 Permit (Rivers & Harbors Act of 1899)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
U.S. Coast Guard / U.S.	Section 9 Permit (Rivers &	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Army Corps of Engineers	Harbors Act of 1899)				
U.S. National Resources Conservation Service	Section 106 Consultation (National Historic Preservation Act of 1986)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
National Marine Fisheries Service (NMFS)	Section 7 consultation if federal nexus see ACOE, or Section 10 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County/Tribal	Grading Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County/Tribal	Environmental Health Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County/Tribal	Model Water Efficient Landscape Ordinance- Landscape Documentation Package	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Central Valley Flood Protection Board	Permission to Encroach on Waterways within Designated Floodways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
San Francisco Bay Conservation and Development Commission	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tahoe Regional Planning Agency	Any relevant permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Local Resource Conservation District	Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flood Control Districts	Floodway & Hydrological Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Others</b> (e.g. CalRecycle, State Contractors Board, etc.):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>No Applicable Permits</b>					

## APPENDIX O – PAYEE DATA RECORD

Applicants must provide a completed and signed STD 204 Payee Data Record form. The Payee Data Record is required when receiving payment from the State of California.

A fillable form can be found at <https://resources.ca.gov/-/media/CNRA-Website/Files/grants/AdminForms/std204.pdf>.

<a href="#">Print Form</a> <a href="#">Reset Form</a>		
STATE OF CALIFORNIA – DEPARTMENT OF FINANCE <b>PAYEE DATA RECORD</b> (Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 03/2021)		
<b>Section 1 – Payee Information</b>		
<b>NAME</b> (This is required. Do not leave this line blank. Must match the payee's federal tax return)		
<b>BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME</b> (If different from above)		
<b>MAILING ADDRESS</b> (number, street, apt. or suite no.) (See instructions on Page 2)		
<b>CITY, STATE, ZIP CODE</b>	<b>E-MAIL ADDRESS</b>	
<b>Section 2 – Entity Type</b>		
Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)		
<input type="checkbox"/> <b>SOLE PROPRIETOR / INDIVIDUAL</b>	<input type="checkbox"/> <b>CORPORATION</b> (see instructions on page 2)	
<input type="checkbox"/> <b>SINGLE MEMBER LLC Disregarded Entity owned by an individual</b>	<input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, chiropractic, etc.)	
<input type="checkbox"/> <b>PARTNERSHIP</b>	<input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)	
<input type="checkbox"/> <b>ESTATE OR TRUST</b>	<input type="checkbox"/> <b>EXEMPT</b> (e.g., nonprofit)	
	<input type="checkbox"/> <b>ALL OTHERS</b>	
<b>Section 3 – Tax Identification Number</b>		
Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. <b>Note:</b> Payment will not be processed without a TIN.		
<ul style="list-style-type: none"><li>For <b>Individuals</b>, enter SSN.</li><li>If you are a <b>Resident Alien</b>, and you do not have and are not eligible to get an SSN, enter your ITIN.</li><li>Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.</li><li>For <b>Sole Proprietor or Single Member LLC (disregarded entity)</b>, in which the <b>sole member is an individual</b>, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).</li><li>For <b>Single Member LLC (disregarded entity)</b>, in which the <b>sole member is a business entity</b>, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.</li><li>For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.</li></ul>		
<b>Social Security Number (SSN) or Individual Tax Identification Number (ITIN)</b> _____ - _____ - _____		
<b>OR</b>		
<b>Federal Employer Identification Number (FEIN)</b> _____ - _____ - _____		
<b>Section 4 – Payee Residency Status</b> (See instructions)		
<input type="checkbox"/> <b>CALIFORNIA RESIDENT</b> – Qualified to do business in California or maintains a permanent place of business in California.		
<input type="checkbox"/> <b>CALIFORNIA NONRESIDENT</b> – Payments to nonresidents for services may be subject to state income tax withholding.		
<ul style="list-style-type: none"><li><input type="checkbox"/> No services performed in California</li><li><input type="checkbox"/> Copy of Franchise Tax Board waiver of state withholding is attached.</li></ul>		
<b>Section 5 – Certification</b>		
<i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</i>		
<b>NAME OF AUTHORIZED PAYEE REPRESENTATIVE</b>	<b>TITLE</b>	<b>E-MAIL ADDRESS</b>
<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> (include area code)
<b>Section 6 – Paying State Agency</b>		
Please return completed form to:		
<b>STATE AGENCY/DEPARTMENT OFFICE</b>		<b>UNIT/SECTION</b>
<b>MAILING ADDRESS</b>		<b>FAX</b>
<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>E-MAIL ADDRESS</b>		

# APPENDIX P – ANCESTRAL LAND RETURN GRANT AGREEMENT TEMPLATE

## STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

**Grantee Name:**

**Project Title:**

**Agreement Number:**

**Authority:** Budget Act of 2025 (Senate Bill 105, Wiener 2025)

**Program:** Tribal Nature-Based Solutions Climate Bond

### PROJECT DESCRIPTION

*Insert Relevant Project Description*

Acquire approximately NUMBER acres of land, enabling the TRIBE NAME to reclaim ancestral territory and sustainably manage the land.

(A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.)

Grant Funds are to be used to advance tribal multi-benefit nature-based solutions in accordance with the provisions contained in the Tribal Nature-Based Solutions Climate Bond Grant Program Guidelines and this Agreement.

Total Tribal Nature Based Solutions Grant Not to Exceed: **AWARDED AMOUNT**

### TERMS AND CONDITIONS OF GRANT

#### SPECIAL PROVISIONS

1. The Grantee shall record Deed Restrictions, and incorporate by reference this Grant Agreement and give public notice that the funds received under this Grant Agreement assisted Grantee in acquiring the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. If applicable, Grantee shall also retire specified development rights as consistent with proposed nature-based solutions activities.
2. As a condition precedent to the State's obligation to deposit funds into escrow or to provide reimbursement related to the Acquisition, the Grantee shall have obtained approval of the language contained in the grant deed by the Natural Resources Agency. Said deed shall include the State's required protections, restrictions of use and subsequent transfer requirements, including reference to Civil Code section 815 et seq.
3. The State Department of General Services (DGS) may review and approve in writing all documents pertaining to the Grantee's Acquisition of real property, including any preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance prior to the release of any Grant Funds. Such

review and approval by the State shall be timely and shall not be unreasonably withheld.

4. DGS shall review and approve in writing the appraisal of the real property. The State shall not participate in any transaction over fair market value, even if the share it is asked to provide is under fair market value, and if DGS will not approve the appraisal provided, this grant shall automatically terminate.
5. The Grantee agrees to pay DGS directly the amount invoiced by DGS for services rendered for its review of the appraisal, transaction review, or other related activities as described above. Should the Grantee fail to pay DGS, the State is authorized to pay DGS by directly transferring from the Grant Funds the amount invoiced by DGS. The State will notify the Grantee at the time of the transfer and provide a copy of the appraisal review letter and invoice upon receipt.
6. Recipients of Grant Funds are encouraged to post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location and number of signs shall be approved by the State. All materials produced with grant funds shall include acknowledgement of grant funding. The California Natural Resources Agency shall have the right to republish any material generated by this grant as set forth in Section H. Materials/Plans.
7. If Grantee plans to use corps: Grantee has agreed to use labor provided in part by either the California Conservation Corps (CCC), the California Association of Local Conservation Corps (CALCC) and/or Tribal Conservation Corps. If use of these services is deemed no longer feasible or practical by mutual consent between the corps and grantee, a new corps consultation form shall be provided to the State releasing the Grantee of its obligation.
8. If the Grantee ceases to exist, all of its rights, title and interest in the real property shall vest in the predecessor of the tribal entity, or the State of California. The State may, at its discretion, identify an appropriate public, private, or tribal entity to accept the right, title and interest in the real property in lieu of the State, and will strive to build in protections to tribal cultural resources and tribal access, use, and co-stewardship of the lands.
9. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide a detailed scope of work and cost estimate to be incorporated herein as approved by the State as an Amendment to the Grant Agreement.
10. Use of funds for conservation and stewardship: The **[TRIBE]** agrees that all revenue generated from the use and permitted development of the property, as specified in this agreement, and identified in the subsequent deed restriction shall be strictly utilized for the purposes of management and operation, conservation, and land stewardship. This revenue may include reinvestment in the following:
  - Ongoing conservation efforts and land management activities.
  - Staffing and capital necessary for the upkeep, maintenance, and management of the conservation area.
  - Specific needs related to land preservation, such as resource protection,

- habitat restoration, and environmental monitoring.
- Operations and Maintenance and on-going improvements of the site.
- Cultural preservation efforts.

The revenue shall not be used for any purposes unrelated to the management, operations, conservation, and stewardship of the property. These funds cannot be diverted for any other uses outside the scope of land management and conservation.

The Tribe affirms its commitment to reinvesting any funds more than the immediate needs into further conservation efforts and land stewardship to promote the long-term sustainability of the property and its ecosystems.

11. Other special provisions, if applicable.

## **GENERAL PROVISIONS**

### **A. Definitions**

1. The term "Acquisition" means to acquire fee title or any other interest, including easement, leases, and development rights from a willing seller.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Tribal Nature-Based Solutions Climate Bond 2026 Grant Guidelines and Application in existence at the time of the application and attached as Exhibit **[INSERT EXHIBIT NUMBER.]**
5. The term "Fair Market Value" means the value placed upon the entirety of the property sought to be acquired as supported by an appraisal that has been reviewed and approved by the California Department of General Services.
6. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement, through Budget Act identified on the cover page of this Agreement.
7. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the grantee.
8. The term "Grantee" means the tribal entity accepting the grant funds for purposes of implementing the scope of work in this Agreement.
9. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this

Agreement.

10. The term "Payment Request Form" means Form CNRA 003 (formerly RA212).
11. The term "Project" means the Acquisition and implementation or planning activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
12. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
13. The term "Project Scope" means the State approved description or activity of work to be accomplished by the Project.
14. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
15. The term "State" means the Secretary for Natural Resources and for purposes of enforcement the Attorney General acting on behalf of CNRA or the People, and their successor/assignee as mutually agreed upon by State and Grantee

## **B. Project Execution**

1. Subject to the availability of funds, the State, by and through the California Natural Resources Agency, hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project description in Exhibit A and under the terms and conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits.
5. Changes to the scope resulting from compliance with other laws and policies are permitted provided the State determines that the project continues to meet all objectives of the Tribal Nature-Based Solutions Grant Program and is consistent with the intent cited in the original Application.

6. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
7. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
8. Grantee shall provide access by the State upon reasonable notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
9. Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.
10. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land at a price not to exceed Fair Market Value.
11. Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
12. Grantee shall provide public access to the Project, as appropriate and consistent with the protection of sensitive habitats and cultural sites and resources.

### **C. Project Costs**

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. The State approved purchase price, together with the State approved costs of Acquisition, within sixty (60) days of close of escrow. All disbursements, excepting those directly deposited for the purchase price of the property, are subject to up to ten percent (10%) withhold pending Project completion, the final close-out site visit by the State, completion of the conditions described in Section D. Project Administration below and all Special Conditions, as applicable, set forth in this Agreement.
  - b. Costs of obtaining approval of the purchase price and transaction review from the DGS. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant Funds, if any, shall be available on a reimbursable basis.

- c. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter requesting funds be deposited to escrow on the Grantee's letterhead, containing all of the following:
- Name and address of Grantee;
  - Number of Agreement;
  - Dollar amount of disbursement requested;
  - Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
  - A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the real property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the real property; and
  - Anticipated close of escrow date.
- d. The letter shall be accompanied by a Payee Data Record (Form 204) completed for and by the escrow company.
- e. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include and be preconditioned on all of the following:
- Complete Payment Request Form;
  - Buyer's closing statement;
  - Copies of grant deeds;
  - Copies of recorded Memoranda of Unrecorded Grant Agreement; Policy of title insurance;
  - Project Certification Form (if the Project is complete and payment in full is requested); If applicable, evidence of compliance with signage requirement; and
  - Summary report of final total Project expenditures.

## 2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected.

Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

#### **D. Project Administration**

1. Grantee shall provide quarterly written project reports. With final payment request, Grantee shall provide the State a written report showing total final Project expenditures, including, if applicable, any required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate, federally insured account and if applicable, track and report on any interest earned. Any interest earned on Grant Funds shall be used on the Project, as approved by the State. The grant will be reduced by a corresponding amount. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.
5. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
6. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **MONTH, DATE, YEAR [INSERT REPORTING DEADLINE HERE]**.
7. Final payment is contingent upon State verification that the Project is consistent with

Project Scope as described in Exhibit A, together with any State approved amendments.

8. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
9. Grantee must report to the State all other sources of funds for the Project.

## **E. Project Termination**

1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for Acquisition of the easement and/or real property, either party may terminate this Agreement by providing the other party with a minimum of thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. If the State determines Grantee's failure to comply with the Agreement terms was not due to Grantee's fault it shall not be grounds for automatic suspension. Irrevocable obligations properly incurred shall be eligible for reimbursement at the discretion of the State.
6. Given that the benefits accruing to the State from the Grantee's full compliance with this Agreement serve the purposes outlined in the application for the people of the State of

California and implementation of the provisions of Proposition 4, and recognizing that these benefits far exceed, in immeasurable and unquantifiable ways, the value of the Grant Funds provided under this Agreement, the Grantee acknowledges that repayment to the State of an amount equal to the disbursed Grant Funds would not constitute adequate compensation for any breach of this Agreement. Accordingly, the Grantee further agrees that, unless otherwise agreed by the State and provided the other requirements for injunctive relief are met, specific performance shall be the proper remedy for any breach of this Agreement.

7. Notwithstanding the State's ability to enforce the restrictive covenants recorded in the Property as a result of this grant, and unless expressly stated otherwise, the terms of this grant agreement shall terminate upon either (1) completion of project deliverables as outlined in Exhibit A or (2) expiration or availability of funds as identified herein, whichever comes first.

#### **F. Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless**

1. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from unconsented suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.

Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted.

Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, including its right to enforce this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees. This limited waiver applies to **[TRIBE]** and to the extent there are allegations of misuse or misappropriation of funding, any member, officer, employee, agent, attorney, or consultant of the Tribe tasked with working on or connected in any way to implementation of the Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. The Tribe's limited waiver of sovereign immunity is applicable solely to claims by the State of California, through the California Natural Resources Agency, its successor, or its assigns. This limited waiver of sovereign immunity does not apply to claims by any other person, corporation, partnership, governmental body, or other entity. Relief for Agreement Claims hereunder shall allow for the remedies of specific performance, injunctive relief, declaratory relief, and monetary damages, provided nothing in this limited waiver of sovereign immunity shall be construed to waive the Tribe's immunity to claims for punitive or consequential damages. No property of the **[TRIBE]** that is held in trust by the United States shall be subject to seizure to satisfy a judgment of

damages against the Tribe.

3. Whenever any disagreement or dispute arises between the Parties related to this Agreement, including but not limited to whether a breach of this Agreement has occurred, the Parties will attempt in good faith to resolve the dispute by first meeting and discussing the issues in dispute. Because the purpose of meeting and conferring is to secure a mutually agreeable resolution of the dispute, which may include a compromise or settlement, the Parties agree that statements made during the meet and confer process are confidential unless inconsistent with state or federal law or as required by a court order. The Parties agree and confer to seek to resolve any disputes arising under the Agreements before pursuing legal action against the **[Tribe]**. Parties agree to respond to requests to meet within 30 business days and to meet and confer within 90 days of original request, unless emergent circumstances require earlier action.
4. In the case of litigation or prosecution, the Agreements will be governed by and construed in accordance with the laws of the State of California, except for the question of the scope of the Tribe's limited waiver of sovereign immunity, which will be governed by federal law.
5. Grantee shall indemnify and hold harmless State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending State in court but shall reimburse for actual reasonable, invoiced costs associated with the defense.

Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

Grantee agrees that failure to use advanced funds in a manner that is consistent with this Agreement or any authorized amendment to it, shall be *prima facia* evidence of an intent to deceive pursuant to Penal Code sections 484 and 487, and shall work with or otherwise cooperate with the State to prosecute parties who improperly misappropriate advanced funds, or otherwise recover those funds so misapplied or misappropriated.

## **G. Financial Records**

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3)

years after final payment and one (1) year following an audit.

2. Grantee agrees that the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. The State agrees to give Grantee as much advance written notice of its intent to inspect such records as feasible, and Grantee agrees to provide requested records no less 30 days from original request.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

#### **H. Materials/Plans**

1. The Grantee agrees that all relevant, non-sensitive data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. The Grantee shall inform the State if the Grantee anticipates any culturally sensitive or other confidential information may be included in the written or graphic work produced before sending the materials to the State. The State, at its discretion, may request the Grantee to redact culturally sensitive or other confidential information from materials provided.
  - a. The [TRIBE] reserves the right to define what materials are to be deemed sensitive, cultural materials.
2. Grantee agrees that it shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review, subject to applicable legal exemptions including those that protect sensitive tribal resources. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

All submitted materials are subject to Cal. Gov. Code §7920.000 et seq. (California Public Records Act) and will be made available to the public upon request, excepting applicable protections as provided by the Code.

4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

5. Grantee shall include the following language on all materials developed with grant funds under this agreement: "Funding provided by the California Natural Resources Agency Tribal Nature-Based Solutions Grant Program to advance tribal multi-benefit nature-based solutions in accordance with the Public Resources Code Section 93040 (Senate Bill 867) otherwise known as, the Climate Bond, Proposition 4, or the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Climate Bond) and Chapter 6, statutes of 2024

## **I. Use of Facilities**

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. It is the intent of the State to work collaboratively with Grantee and its efforts, if the Tribe so chooses, to seek placing real property into federal trust for the benefit of the **[TRIBE]**, as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as

security for any debt.

#### **J. Nondiscrimination**

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

#### **K. Application Incorporation**

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

#### **L. Severability**

If any provision of this Agreement or the application thereof is held invalid, illegal or unenforceable, the remaining provisions continue in full force and effect. The Parties agree to substitute the invalid provision with a valid provision that closely reflects the original intent of the invalid provision.

#### **M. Waiver**

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

#### **N. Assignment**

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

## **O. Disputes**

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Secretary for Tribal Affairs for the Natural Resources Agency, or their designee. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Secretary for Tribal Affairs, or their designee, shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Secretary for Tribal Affairs' decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Secretary for Tribal Affairs' decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Secretary for Tribal Affairs. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Secretary for Tribal Affairs' written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

## **P. Audit Requirements**

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

## APPENDIX Q – Required Considerations in all Deed Restrictions

The State encourages tribes to work closely with real estate counsel when retiring property rights in pursuit of conserved lands. The following language is intended to act as a starting point for deed restriction discussions and the State will require these terms at a minimum be in any deed restriction. Please note that though the deed restriction must support proposed project priorities, grantees should articulate allowable uses to support priorities in perpetuity. The language provided here is mandatory for inclusion within the final deed restriction. Prompts within brackets “[ ]” are to be articulated by the Grantee. Grantees are encouraged to work closely with their attorneys and CNRA legal to articulate deed restrictions aligned with the grantee’s proposed project priorities and TNBS Grant program’s priorities.

The property described in this deed was purchased in part or in whole with grant funds provided by the State of California by and through the California Natural Resources Agency (“the State”) under the Tribal Nature-Based Solutions Program and is referred to herein as the “Burdened Property.”

The Burdened Property currently consists of **[project description from appraisal/DGS memo; property name, acreage, parcel number (APN), and brief description of location]**. The Burdened Property’s baseline assessment describes **[insert assessment details outlining existing conditions and uses]**. Landowner desires and intends that in order to provide public benefit and meet the terms of the funding, the Burdened Property shall be used only for purposes consistent with the funding. Use of the burdened property is restricted and shall exclusively be for **[project use based on purpose of the program and described in project proposal]**. All property uses are extinguished except for the allowable uses articulated in this deed restriction. Allowable development and uses of the Burdened Property include:

- [Desired construction or development; what are the proposed structures and where are the development envelopes and what nature-based solution are they supporting and/or aligned with? Are there any existing developments that will be retained but not included in the dedication of development rights? Where will development occur on the property? How many acres will development be allowable on?]
- [Any desired construction or development of roads/lights/structures for access and safety]
- [Any recreation activities and/or public access specifics]  
[Any mineral rights the grantee wishes to reserve]
- [Any water rights the grantee wishes to reserve]  
[Any timber rights the grantee wishes to reserve]
- [Any installation or construction of signage, fences, gates to protect sensitive habitat and/or cultural sites, etc.]
- [Any installation of interpretative signage for public education]  
[Any restoration and mitigation activities]

- [Any cultivation or harvest of traditional resources for food, fiber, medicines]
- [Any other activities not mentioned above that the tribe wishes to articulate as an allowable use for perpetuity]

If access for the public ever needs to change location, scope, or scale, landowner will seek consent from the State. Unless otherwise expressly identified in this deed, all development rights are extinguished. Landowner acknowledges the restrictions, extinguished development rights, and other dedications in this deed provide a benefit to the burdened property and all other adjacent property, as well as the People of the State of California, and the terms of this deed shall run with the land and bind all successive owners in interest consistent with Civil Code section 815 et seq. No other uses are permitted or granted herein, and any violation of these restrictions or dedications will operate to automatically revert the Burdened Property to the State of California.

The Burdened Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State. Such approval shall not be unreasonably withheld, provided the purposes for which the funding was awarded are expressly assumed by the purchaser as part of the purchase agreement and prior to the close of escrow.

Responsibilities to maintain and operate the Burdened Property in accordance with this deed runs with the land.

Obligations for operation and maintenance of the Burdened Property may be abandoned only upon the written approval of the State and only for good cause. Good cause includes, but is not limited to, natural disasters that destroy the property. Good cause shall not include more expedient or economically beneficial development.

The Burdened Property, or any portion thereof, may not be used for additional mitigation without the written permission of the State.

The Burdened Property, or any portion thereof, may not be used as security for any debt. These restrictions imposed on the Burdened Property shall run with the land and pass with each and every portion of the Burdened Property and shall apply to and bind the respective successors in interest to the Burdened Property.

## APPENDIX R – AVAILABLE RESOURCES

- Climate Bond Language: [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202320240SB867](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB867)
  - CNRA Climate Bond Prop 4 Webpage: <https://resources.ca.gov/Bonds-Oversight/Proposition-4-Climate-Bond>
  - Natural and Working Lands Climate Smart Strategy <https://resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions>
  - Ocean Protection Council Strategic Plan [www.opc.ca.gov/webmaster/\\_media\\_library/2020/01/OPC-Strategic-Plan\\_for-Council-consideration\\_v.2.26.2020\\_v2.pdf](http://www.opc.ca.gov/webmaster/_media_library/2020/01/OPC-Strategic-Plan_for-Council-consideration_v.2.26.2020_v2.pdf)
  - Ocean Protection Council Tribal Engagement Strategy [www.opc.ca.gov/webmaster/ftp/pdf/agenda\\_items/20230124/OPC-Tribal-Engagement-Strategy-508.pdf#:~:text=The%20purpose%20of%20this%20Tribal%20Engagement%20Strategy%20%28Strategic%29,%28Strategic%20Plan%29%5C%2C%20OPC%E2%80%99s%20Equity%20Plan%2C%20an%20state%20law.](http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20230124/OPC-Tribal-Engagement-Strategy-508.pdf#:~:text=The%20purpose%20of%20this%20Tribal%20Engagement%20Strategy%20%28Strategic%29,%28Strategic%20Plan%29%5C%2C%20OPC%E2%80%99s%20Equity%20Plan%2C%20an%20state%20law.)
  - Pathways to 30x30 Strategy <https://www.californianature.ca.gov/>
  - CAL FIRE's Tree Planting Standards and Specifications [http://www.fire.ca.gov/resource\\_mgt/downloads/CALFIRE\\_Nursery\\_Standards\\_and\\_Specs11\\_12.pdf](http://www.fire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf)
  - CAL FIRE Prescribed Fire Guidebook: <https://34c031f8-c9fd-4018-8c5a-4159cdff6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/natural-resource-management/prescribed-fire/cal-fire-prescribed-fire-guidebook.pdf?rev=76a225fd96374e1696903d0354fa3a49>
  - California Department of Industrial Relations Prevailing Wage Determination <https://www.dir.ca.gov/OPRL/DPreWageDetermination.html>
  - California Department of Public Health, Health in All Policies

- <https://www.cdph.ca.gov/Programs/OHE/Pages/HIAP.aspx>
- California Native American Heritage Commission <http://nahc.ca.gov/>  
California Secretary of State Business Search  
<https://businesssearch.sos.ca.gov/> California State Parks Safety Tips  
[https://www.parks.ca.gov/?page\\_id=29142](https://www.parks.ca.gov/?page_id=29142) Community FactFinder (SCORP)  
<http://www.parksforcalifornia.org/communities>
- Department of Water Resources Disadvantaged Communities Mapping Tool  
<https://gis.water.ca.gov/app/dacs/>
- Governor's Office of Planning and Research CEQA  
Documents <http://opr.ca.gov/clearinghouse/ceqa/document-submission.html> California's Climate Adaptation Strategy  
<https://climateresilience.ca.gov/>

## APPENDIX S – DEFINITIONS

Unless otherwise stated, the terms used in these grant guidelines have the following meanings:

**30x30 Conservation Areas** – means land and coastal water areas that are durably protected and managed to sustain functional ecosystems, both intact and restored, and the diversity of life that they support.

**Acquisition** – means obtaining fee title to property, conservation easement, or water rights.

**Agency** – means the California Natural Resources Agency.

**Applicant** – means an eligible California Native American tribe or organization in close partnership with a California Native American tribe requesting funding from the Program administered by the State.

**Biodiversity** – means the variety of life in a particular habitat or ecosystem.

**Carbon Neutrality** - means when the flux of greenhouse gas sources and sinks are equal.

**CEQA** – means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; Title 14, California Code of Regulations, Section 15000 et seq.

**Climate Adaptation** - means an action or set of actions that reduce physical climate risk.

**Climate Resilience** – means a state of readiness to face climate risks.

**Climate Smart** – means to describe land management that delivers climate benefits through nature-based solutions.

**Climate Vulnerable Communities** - means communities that are faced with climate vulnerability and the degree to which natural, built, and human systems are at risk of exposure to climate change impacts. Vulnerable communities experience heightened risk and increased sensitivity to climate change and have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts. These disproportionate effects are caused by physical (built and environmental), social, political, and/ or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality. [https://opr.ca.gov/docs/20200720-Vulnerable\\_Communities.pdf](https://opr.ca.gov/docs/20200720-Vulnerable_Communities.pdf)

**Cultural burn or cultural burning** – means the intentional application of fire to land by California Native American tribes, tribal organizations, or cultural fire practitioners to achieve cultural goals or objectives, including for subsistence, ceremonial activities, biodiversity, or other benefits.

**Tribal Cultural Resources** – can mean a variety of things based on tribal perspectives and experiences. Per Public Resources Code section 21074, tribal cultural resources include “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe.” For example, Tribal Cultural Resources may include tangible physical evidence or place of past human activity like buildings, structures, prehistoric sites, historic or prehistoric objects or collections, rock inscriptions, religious sites, and landscapes or natural features of significance to a group or people.

The definition of cultural resources can vary significantly from tribe to tribe. Therefore, it is recommended that grant administrators work closely with potential tribal applicants during the grant design process to develop an inclusive definition that reflects diverse cultural perspectives and needs.

Tribes may include in their definition of cultural landscapes important cultural natural resources of food, fiber, medicines, and materials that are critical components of a broader connection to place. Some gathering sites that have been used for centuries are interwoven with other prehistoric sites to inform a broader understanding of past human activity and tribal cultural resources.

**Cultural fire practitioner** – means a person associated with a California Native American tribe or tribal organization with experience in burning to meet cultural goals or objectives, including for subsistence, ceremonial activities, biodiversity, or other benefits.

**Deliverables** – means the “final products” of a task. It reflects the tangible result of the completion of a task.

**Development Project** – means a project that physically improves, builds, or changes land or structures. Development projects may require permits, environmental reviews, and long-term access and operation and maintenance agreements.

**Implementation** – includes, but is not limited to, improvement, rehabilitation, restoration, enhancement, preservation, protection, and interpretation.

**Inter-Tribal Consortium** – means, a coalition of two or more separate Native American tribes that join together and authorized by the governing bodies of its member tribes for the purpose of participating in self-governance, including tribal organizations.

**Direct Costs** – means costs associated with the development, administration, planning and management of the project which are specifically incurred for the benefit of the project.

**Disadvantaged community** - means a community with a median household income of

less than 80 percent of the area average or less than 80 percent of statewide median household income, as defined by the Climate Bond, California Public Resources Code Section 90100 (d).

**Fund or Funds** – means the Tribal Nature-Based Solutions program funds created by Chapter 249, statutes of 2022 (Assembly Bill 179).

**Grant Agreement** – means an arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

**Grantee** – means an applicant that has an agreement for grant funding with the State.

**Grants Administrator** – means an employee of the State who manages the grants.

**Indirect/Overhead costs** – non-project specific costs of doing business that are not directly related to the implementation of the project to be funded (for example, rent, computers, telephones, office supplies, internet access, copy machines, electricity). Certain types of overhead are not allowed including, fundraising, lobbying and entertainment. Any cost that is billed as a direct cost may NOT be included in overhead.

**In-Kind** – means non-cash donations, from governmental or private sources, and includes volunteers, materials and services.

**Interpretation** – includes, but is not limited to, a visitor-serving amenity that enhances the ability to understand and appreciate the significance and value of natural, historical and cultural resources and that may utilize educational materials in multiple languages, digital information, and the expertise of a naturalist or other skilled specialist.

**Land Tenure/Site Control** – means the applicant owns the project land or has other legal long-term interest with the landowner that is satisfactory to the State.

**Local Agency** – means any political subdivision of the State of California, including, but not limited to, any county, city, city and county, district, joint powers authority, local community conservation corps agency, or council of governments.

**Multi-benefit** – means projects that produce two or more benefits. For the purposes of the Program, multi-benefit projects must produce two or more benefits, including addressing climate change, improving public health, increasing equity, and protecting biodiversity, as defined by the *Natural and Working Lands Climate Smart Strategy and Pathways to 30x30 Strategy*.

**NAGPRA** – means The Native American Graves Protection and Repatriation Act that provides a process to return certain cultural Native American items – human remains, funerary objects, sacred objects, or objects of cultural patrimony – to lineal descendants, and cultural affiliated Indian tribe and Native Hawaiian organizations.

**Nature-Based Solutions** – means actions that work with and enhance nature to help address societal challenges. This term describes a range of approaches that protect, sustainably manage, and restore nature to deliver multiple outcomes, including

addressing climate change, improving public health, increasing equity, and protecting biodiversity.

**Natural and Working Lands** – means a cornerstone of California's nature-based climate solutions sector. These lands cover approximately 90 percent of the state's 105 million acres and include forests, shrublands and chaparral, grasslands, croplands, wetlands, seagrasses and seaweeds, developed lands, and sparsely vegetated lands.

**Natural Resource** – means materials or substances such as minerals, plants, water, animals and fertile land that occur in nature.

**NEPA** – means The National Environmental Policy Act that establishes national environmental policy and goals for the protection, maintenance, and enhancement of the environment and provides a process for implementing these goals within federal agencies.

**Nonprofit Organization** – means a nonprofit corporation qualified to do business in California and qualified under Section 501(c)(3) of the Internal Revenue Code and incorporated for a minimum of two (2) years.

**Other Sources of Funds** – means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by the Youth Community Access Grant Program.

**Program** – means a planned, coordinated group of activities or procedures, often with a common goal.

**Project** – means the vehicle acquisition, restoration, forest health or planning activities to be accomplished with grant funds, and other funds, if necessary, that meets eligibility requirements.

**Project Performance Period** – refers to the beginning and ending dates of the grant agreement. Eligible costs incurred during this period may be funded from the grant.

**Project Scope** – means the description or activity of work to be accomplished by the project.

**Public Access** – means the ability of members of the public to use or benefit from a capital project or program.

**Public Agency** – means any State of California department or agency, a county, city, public district or public agency formed under California law.

**Secretary** – means the Secretary for Natural Resources or their representative.

**Severely disadvantaged community** - means a community with a median household income of less than 60 percent of the area average or less than 60 percent of statewide median household income, as defined by the Climate Bond, California Public Resources Code Section 90100 (d).

**State** – means a political subdivision of the State of California.

**Tasks** – means itemized steps that are necessary to fulfill the proposed project.

**Traditional Ecological Knowledges** – means the evolving knowledge acquired by indigenous and local peoples over hundreds or thousands of years through direct contact with the environment, is location-specific, and includes relationships between plants, animals, natural phenomena, landscapes and timing of events used for lifeways, including but not limited to hunting, fishing, trapping, agriculture, and forestry or defined by individual Native American tribal governments to fit the need of their community.

**Tribal Conservation District** - means any district or unit of a federally recognized Native American tribal government formed under tribal law for the express purpose of developing and carrying out a local soil and water conservation program in a partnership with the United States of America (USDA) agencies. Such district or unit of government may be referred to as a “conservation district,” “soil conservation district,” “soil and water conservation district,” “resource conservation district,” “land conservation committee,” “natural resource district,” or similar name.

**Tribal-Led Organization** – means a legally incorporated entity with the primary mission to serve and benefit California tribal communities.

**Tribe** – For the purposes of the Climate Bond, tribe means a federally recognized Native American tribe or a nonfederally recognized Native American tribe listed on the California Tribal Consultation List maintained by the Native American Heritage Commission, California Public Resources Code Section 90100 (d).

For purposes outside of the Climate Bond, tribe means a federally recognized Native American tribe or a nonfederally recognized Native American tribe located in California.

## **END OF GUIDELINES**