

**TRIBAL NATURE-BASED SOLUTIONS
GRANT PROGRAM
GUIDELINES**



TRIBAL
Nature-Based
SOLUTIONS



**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
JULY 31, 2023**



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TECHNICAL ASSISTANCE FOR THE GRANT PROGRAM WORKSHOPS

The California Natural Resources Agency will conduct online technical assistance workshops for Tribal Nature-Based Solutions program applications. A list of workshop dates and times can be found on the California Natural Resources Agency website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>. All workshops will be hosted online.

Please RSVP to receive login information. Each workshop will have a limited number of participants. RSVP online or by email:

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

RSVP by email: tribalaffairs@resources.ca.gov

The California Natural Resources Agency will conduct online open office hours to provide technical assistance for program applications. A list of open office hour dates and times can be found on the California Natural Resources Agency website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>. All office hours will be held online.

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

Website:

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

HOW TO SUBMIT

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

- 1) Preliminary Project Proposal
- 2) Project Proposal
- 3) Field Visit or Project Presentation
- 4) Supporting Documents

All Preliminary Project Proposals (Step 1) and Final Project Proposals (Step 2 and 4) should be submitted via email or mail to the California Natural Resources Agency at:

tribalaffairs@resources.ca.gov

or

California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

This grant program has limited funding available for time-sensitive shovel ready multi-benefit ancestral land return projects that are partially funded and will be ready to close before the end of February 2024. All Time-Sensitive Ancestral Land Return project applications should be submitted via email or mail to the California Natural Resources Agency at:

tribalaffairs@resources.ca.gov

or

California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

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INTRODUCTION

Pursuant to Chapter 249, statutes of 2022 (Assembly Bill 179) and Chapter 12, statutes of 2023 (Senate Bill 101), the California Legislature appropriated \$100 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. \$70 million of these funds are available for encumbrance until June 30, 2027, expenditure until January 1, 2029, and final invoices due by March 31, 2029. \$30 million of these funds are available for encumbrance until June 30, 2028, expenditure until January 1, 2030, and final invoices due March 31, 2030.

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*.

In January 2023, the California Ocean Protection Council (OPC) approved the disbursement of \$1 million to establish a Tribal Small Grants Program. This program provides dedicated funding to California Native American tribes and tribally led entities, supporting work that advances tribes' priorities for conservation, management, and stewardship, aligned with the goals in OPC's Strategic Plan. These funds are available for encumbrance by June 30, 2025, expenditure until January 1, 2027, with final invoices due by March 31, 2027.

In response to input received from California Native American tribes during tribal consultations on the OPC's Tribal Engagement Strategy, OPC established the Tribal Small Grants program. This program aims to support tribal capacity, planning, and implementation of projects that further tribes' multi-benefit nature-based solutions priorities in the coast and ocean. The OPC Tribal Small Grants program will be part of the Tribal Nature-Based Solutions program to assist California Native American tribes in advancing multi-benefit nature-based solutions in the coast and ocean consistent with the 2021 Nature-Based Solutions trailer bill, Chapter 258 of the Statutes of 2021, the *Pathways to 30x30 Strategy*, the *Natural and Working Lands Climate Smart Strategy*, and the *Ocean Protection Council Tribal Engagement Strategy*.

Funding Allocation

Approximately \$101 million is available for tribal multi-benefit nature-based solutions projects. Grant application rounds will be open on a bi-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.

Grant Amounts

Planning grants:

- minimum award amount is \$50,000
- maximum award amount is \$1,000,000

Implementation grants:

- minimum award amount is \$200,000
- maximum award amount is \$5,000,000

Ancestral Land Return grants:

- minimum award amount is \$200,000
- maximum award amount is \$10,000,000

Time-Sensitive Shovel Ready Ancestral Land Return Projects

Tribal representatives expressed a need for expedited funding allocated for time sensitive ancestral land return projects that are partially funded but require additional support to complete. Many CNRA programs have multi-benefit nature-based solutions funding and have already reviewed tribes' ancestral land return projects. To help coordinate state and other funding programs and to meet tribal-identified needs, CNRA reserves up to \$25 million in funding for time-sensitive shovel ready multi-benefit nature-based solutions ancestral land return projects with existing partial funding. These projects will follow accelerated timelines.

Eligible Applicants

Eligible applicants include California Native American tribes and tribally led entities located in California. Non-tribal 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 meet two requirements:

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

Please note, CNRA will ask that the Chairperson(s) 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(s).

Eligible Projects

This is a competitive grant program to support California Native American tribes located within the State in advancing multi-benefit nature-based solutions projects. Eligible projects must focus on the following three categories:

1. Planning for multi-benefit nature-based solutions projects.
2. Implementation of multi-benefit nature-based solutions projects.
3. Ancestral land return for the purpose of advancing multi-benefit nature-based solutions projects.

Applicants may submit multiple applications for unique projects across the categories but cannot include aspects of the same project in multiple applications.

STATUTORY REQUIREMENTS AND PRIORITIES

General Requirements

1. Projects must serve California Native American tribes and their communities located within the State of California. These projects may be on or off reservation and trust lands. Projects on trust or other federal lands may need federal approval. In the case that federal approval is needed for a project, applicants must obtain any necessary permission or permits required from the federal government and are encouraged to include the deliverables and costs of obtaining such approvals in the project application and cost estimates.
2. Projects must be 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*, *Pathways to 30x30 Strategy*, *Ocean Protection Council Strategic Plan*, and/or *Ocean Protection Council Tribal Engagement Strategy*. The strategies are available online at the following websites:
 - a. *Pathways to 30x30* at www.californianature.ca.gov.
 - b. *Natural and Working Lands Climate Smart Strategy* at www.resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions.
 - c. *Ocean Protection Council Strategic Plan* at www.opc.ca.gov/webmaster/_media_library/2020/01/OPC-Strategic-Plan_for-Council-consideration_v.2.26.2020_v2.pdf
 - d. *Ocean Protection Council Tribal Engagement Strategy* at https://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20230124/OPC-Tribal-Engagement-Strategy-508.pdf

Funding Priorities

Applicant must propose a planning project **OR** implementation project **OR** ancestral land return project with a planning component **OR** ancestral land return project with an implementation component that serves California Native American tribes and their communities, protects the environment, and meets the multi-benefit nature-based solutions requirement. Projects involving the return of ancestral land will receive a higher priority than planning or implementation projects that do not have a land return component.

Please note, implementation and ancestral land return projects will require permanent conservation and public access as set forth in a successful grant application and included in the final grant agreement and deed restrictions. To ensure continued management of the land for multi-benefit nature-based solutions, it will be necessary for the applicant to agree to a perpetual restriction on future uses consistent with the application, grant agreement, and deed restrictions. Additionally, projects may require limited waivers of sovereign immunity and post project monitoring and reporting, which will be determined on a case-by-case basis and dependent on the type and scope of the project. The grant agreement will identify these important terms and conditions, including potential limited waiver of sovereign immunity, to ensure deed restrictions and other agreements may be enforced in case of default.

CNRA will avoid seeking a limited waiver of sovereign immunity when possible and will strive to notify applicants early in the grant application review process if it is anticipated a limited waiver of sovereign immunity will be necessary. CNRA is committed to working collaboratively with California Native American tribes on tailoring limited waiver of sovereign immunity terms and deed restrictions to support tribal priorities while also meeting the state's legal obligations.

Planning, implementation, or ancestral land return projects containing any of the following elements will be given priority consideration in funding decisions:

Planning Projects

Planning projects include activities to support applicants in planning for future multi-benefit nature-based solutions projects.

1. 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.
 - a. Priority will be given to planning projects that can show which specific state or federal grant program the applicant is planning to apply to, and how state funding will make them a competitive or prepared applicant for that funding.

- b. Priority will be given to planning projects 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.
2. 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; grant administration/bookkeeping; project management; partnership and collaborative development; facilitation and dispute resolution; Geographic Information Services; and economic development and financing planning for multi-benefit nature-based solutions projects.
3. Planning activities or studies to prepare a California Native American tribe for a multi-benefit nature-based solutions project, including, but not limited to; Traditional Ecological Knowledge, scientific studies, baseline research and monitoring, or other technical analyses that advance multi-benefit nature-based solutions projects.

Implementation Projects

1. A multi-benefit nature-based solutions project that is 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. Projects may include costs associated with applying for additional grant or other funds to maintain and monitor the project following project completion.

Ancestral Land Return Projects

1. The acquisition of property rights, cultural and/or conservation easements within the California Native American tribal applicant's ancestral territory. The acquisition of water rights and instream flows to ensure long-term environmental benefit through a dedication of water rights pursuant to Water Code section 1707 and obtaining change of use orders and downstream agreements to refrain from diversion of environmental water or to make contractual changes to water storage within the California Native American tribal applicant's ancestral territory.
 - a. These projects must be from willing sellers and at a price that does not exceed the 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). 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 Project Proposal Applications.

- b. 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 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.
 - c. All conservation easements must conform to statutory requirements of Cal. Civ. Code § 815 et seq., including 815.3 pertaining to who may hold a conservation easement, CNRA guidelines, and minimum standards. Conservation easements will also be required to contain language that ensures state interests are protected in perpetuity.
 - d. All water rights acquisitions must exhibit clear chain-of-title and documented history of use. No abandoned rights or fractional rights will be considered.
2. These projects must also include at least one planning or implementation multi-benefit nature-based solutions project associated with the purchase of property.
 3. 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:
 - a. Projects within current reservation boundaries that address “checkerboarding” issues or are directly adjacent to reservation or trust land boundaries.
 - b. If in shared ancestral territories, will be jointly owned and/or managed by inter-tribal consortium, tribal conservation district, or partnership.
 - c. Projects directly adjacent to conserved lands or coastal waters and improving habitat connectivity.
 - d. Projects eligible, seeking, or have secured partial funding from other state, federal, tribal, philanthropic, donated, or private funds.
 - e. Applicants are landless tribes or tribes with minimal lands (20 acres or less) in reacquiring ancestral lands.

- f. Returns or restores access to and cultivation of culturally significant natural resources and traditional foods to tribes and their members.

Other Funding Considerations

When evaluating project proposals, scores will be used to determine initial rankings and facilitate discussion among a multidisciplinary evaluation team, which includes subject matter expert technical advisors. 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.

Examples of Potential Funded Activities

This program is a competitive grant program to support California Native American tribal planning, implementation, or ancestral land return multi-benefit nature-based solutions projects.

Applicant must propose a planning project **OR** implementation project **OR** ancestral land return project with a planning component **OR** ancestral land return project with an 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*, the *Pathways to 30x30 Strategy*, the OPC Strategic Plan, and the OPC Tribal Engagement Strategy for examples of projects that may qualify for the Program.

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

Implementation Activities

- Implementation and maintenance 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. Applicants are encouraged to review the *Natural and Working Lands Climate Smart Strategy*, the *Pathways to 30x30 Strategy*, the OPC Strategic Plan, and the *OPC Tribal Engagement Strategy* for more ideas on multi-benefit nature-based solutions projects.
- Obtaining grant or other funding for the maintenance and monitoring of the implementation project. For example, covering the hourly costs of staff preparing grant applications.
- Research and monitoring projects
- Outreach/education/community engagement activities

Ancestral Land Return Activities

- Costs associated with the purchase of property rights, conservation easements, and water rights/instream flows consistent with requirements above.
- Costs associated with the planning or implementation of multi-benefit nature-based solutions projects.
- Costs associated with maintenance of the property up to the end of the funding expenditure period.
- Obtaining grant or other funding for the maintenance and monitoring of the implementation project. For example, covering the hourly costs of staff preparing grant applications

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 (however, more than one Project Proposal can be submitted by an applicant)

- Implementation projects contingent on future land acquisition for project, unless submitted as part of an application for an ancestral land return project
- Cash reserves, endowments, or fundraising activities
- Payment of a debt, loan, or mortgage
- Lobbying or lawsuits
- Purchasing options to purchase property
- Implementation projects where the applicant cannot satisfactorily gain permission to develop/maintain the site
- Ancestral land return projects that do not have willing sellers

SELECTION PROCESS

Time-Sensitive Shovel Ready Ancestral Land Return Projects

Applications for Time-Sensitive Shovel Ready Ancestral Land Return Projects Funding

- Applicants submit an application for Time-Sensitive Shovel Ready Ancestral Land Return Projects to the California Natural Resources Agency. Email applications are preferred.

Email applications to: tribalaffairs@resources.ca.gov

Mail applications to:
California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

- Applications for Time-Sensitive Shovel Ready Ancestral Land Return Projects Funding applications are reviewed and evaluated.

Approval of Time-Sensitive Shovel Ready Ancestral Land Return Projects

- Recommendations submitted to the California Secretary for Natural Resources. Upon approval by the Secretary, Time-Sensitive Shovel Ready Ancestral Land Return Projects are announced.

Standard Grant Process

Step 1

- Applicants submit Preliminary Project Proposals by email or mail to the California Natural Resources Agency. Email applications are preferred.

Email applications to: tribalaffairs@resources.ca.gov

Mail applications to:
California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

- Preliminary Project Proposals are reviewed and evaluated. 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 Project Proposal.

Step 2

- After review of Preliminary Project Proposals and once applicants are invited to submit Project Proposals, applicants will be asked to submit Project Proposals through the Step 2 application. Project Proposals may be emailed or mailed to the California Natural Resources Agency. Email applications are preferred.

Email applications to: tribalaffairs@resources.ca.gov

Mail applications to:
California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

- Project Proposals are reviewed and evaluated. Incomplete or ineligible Project Proposals may be removed from the competitive process.

Step 3

- Field visits or project presentations 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 prior to a field visit or project presentation.

Step 4

- Applicants selected to further compete will submit additional documentation as requested by CNRA.
- Documentation is evaluated, with the most competitive projects being recommended for funding.

Once Step 4 evaluations have been completed, recommendations are submitted to the California Secretary for Natural Resources. Upon approval by the Secretary, grant awards are announced. Please note that once an applicant has begun the process, the applicant or any individual members of tribal councils, governance bodies, tribal staff, or partnering organizations cannot meet with the Secretary to discuss the project prior to selection decisions.

All information contained in the 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 further 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. 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 (Planning OR Implementation OR Ancestral land return) and the Organizational Capacity section and not to individual questions.

Time-Sensitive Shovel Ready Ancestral Land Return Projects

[Applications for Time-Sensitive Shovel Ready Ancestral Land Return Projects Funding](#)

To apply for funding for Time-Sensitive Shovel Ready Ancestral Land Return Projects, Applicants are required to submit an application to the California Natural Resources Agency.

Email submissions are preferred.

Email applications to: tribalaffairs@resources.ca.gov

Mail applications to:
California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

Applications for Time-Sensitive Shovel Ready Ancestral Land Return Projects Funding are reviewed and evaluated.

All applications for Time-Sensitive Shovel Ready Ancestral Land Return Projects submittals must utilize the General Grant Program Project Proposal (Step 2) application process found on pages 20 - 27 of these guidelines and submit the required documents listed in Step 4 found on pages 29 - 30 of these guidelines.

Applicants must also list the partial funds for the project and **attach the applicant's full grant application and all associated materials approved by another State of California**

department or other funding entity(ies). The partial funding must be for the purchase of the applicant's ancestral lands, be for the purchase of the same property being applied for through this Program, and advance multi-benefit nature-based solution priorities. Other California departments include, but not limited to, the State Coastal Conservancy, Wildlife Conservation Board, Department of Conservation, Baldwin Hills Conservancy, California Tahoe Conservancy, Coachella Valley Mountains Conservancy, Sacramento-San Joaquin Delta Conservancy, San Diego River Conservancy, San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy, San Joaquin River Conservancy, Santa Monica Mountains Conservancy, and Sierra Nevada Conservancy.

Approval of Time-Sensitive Shovel Ready Ancestral Land Return Projects

Upon receiving recommendations, the Secretary for the California Natural Resources approves Time-Sensitive Shovel Ready Ancestral Land Return Projects. Once approved, the projects are 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 Process

STEP 1: PRELIMINARY PROJECT PROPOSAL

To begin the standard grant process, applicants are required to submit a Preliminary Project Proposal by email or mail to the California Natural Resources Agency. Email submissions are preferred. Refer to the solicitation due dates found on the Program website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

Email applications to: tribalaffairs@resources.ca.gov

Mail applications to:
California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

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

During the Preliminary Project Proposal step (Step 1) applicants' Project Summary section will be made publicly available on the Program website. Applicants will be provided the opportunity to respond to any requests for collaboration or concerns related to their project. Applicants will be required to address any requests for collaboration or concerns related to their project during the Project Proposal step (Step 2). All information shared during Step 1 may be publicly available. During the Preliminary Project Proposal step (Step 1) and Project Proposal step (Step 2) applicants are required to consult with other local California Native American tribes and engage with local communities that may be impacted by the applicant's project.

All Preliminary Project Proposal submittals will include the following:

1. PRELIMINARY PROJECT PROPOSAL INFORMATION FORM

Please fill out the following as completely as possible. If not applicable, please put n/a:

a. Project Information

1. Project Title:
2. Project Description:
3. Total Project Cost:
4. Funding Amount Requested:
5. Project Start Date:
6. Project End Date:

b. Applicant (Legal Owner of the Project)

1. Applicant Name:
2. Applicant Federal ID Number (FEIN):
3. Applicant California tax identification number, if applicable:
4. Attach evidence of the applicant's active status as a legal entity
 - o 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.
 - o For corporations qualified under Section 501(c)(3) of the Internal Revenue Service Code (taxed exempt charities and non-profits)
 - 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/>
 - o For all other corporations
 - 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>

- c. Applicant Point of Contact
 - 1. Full Name:
 - 2. Title:
 - 3. Address:
 - 4. City:
 - 5. State:
 - 6. Zip:
 - 7. Phone Number:
 - 8. Secondary Phone Number:
 - 9. Email:
- d. Project Location
 - 1. County:
 - 2. Latitude:
 - 3. Longitude:

2. PROJECT SUMMARY

Describe the project including expected project deliverables. Project summaries are limited to 4,000 characters.

- a. Select only one project type:
 - Planning
 - Implementation
 - Ancestral Land Return with a Planning project
 - Ancestral Land Return with an Implementation project
- b. Describe the goals and objectives of the project, what tribe and/or surrounding communities it will serve, how it is a multi-benefit nature-based solutions project, and how the project will be evaluated, including metrics that can be used to evaluate the progress and success of the grant.
- c. Provide a brief description of current site conditions, baseline conditions, and expected benefits of the project.

3. PRELIMINARY PROJECT QUESTIONS

All applicants must answer the Project Questions. If a question does not apply to the project, indicate “Not Applicable” with a brief explanation. Do not leave blank fields. Answers are limited to 4,000 characters.

- a. Project Applicant’s Information

1. Name and contact information that can be made publicly available
 2. List key partners and collaborating entities
- b. Project Type (**CHOOSE ONE**)
1. Planning project
 2. Implementation project
 3. Ancestral land return and Planning projects
 4. Ancestral land return and Implementation projects
- c. 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 location is related to those boundaries.
- d. Explain how the project is “multi-benefit” by describing the two or more benefits that address climate change, improve public health, increase equity, and protect biodiversity. Please indicate which strategy (*Natural and Working Lands Climate Smart Strategy, Pathways to 30x30 Strategy, and/or Ocean Protection Council's Tribal Engagement Strategy*) the applicant is relying on and include the page numbers of the specific strategies.
- e. Explain how the project is a “nature-based solution” by describing how the project works with or enhances nature to address societal challenges. What approach is the applicant using, including protecting nature, sustainably managing nature, and/or restoring nature? What is the societal challenge that the project is addressing?
- f. Does the project advance coastal and ocean multi-benefit nature-based solutions? If yes, please indicate which action included in the Ocean Protection Council *Tribal Engagement Strategy* the applicant is relying on and include the page numbers of the specific strategies.
- g. Explain how the applicant is an eligible applicant for this program. Eligible applicants include California Native American tribes and tribally led entities located in California. Non-tribal 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.

4. 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 F.1).

STEP 2: PROJECT PROPOSAL

Applicants invited to the next phase (Step 2) will be asked to submit a Project Proposal by email or mail to the California Natural Resources Agency. Email submissions are preferred and due dates can be found on the Program website at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

Email applications to: tribalaffairs@resources.ca.gov

Mail application to:
California Natural Resources Agency
Attn: Tribal Nature-Based Solutions
715 P Street, 20th Floor
Sacramento, CA 95814

Applicants with competitive eligible projects will be invited to compete in the next step of the evaluation process, host a virtual or on-site field visit or provide a project presentation. The most competitive projects receiving a field visit/project presentation will be invited to submit additional supporting documentation for further evaluation. Incomplete or noncompliant proposals may be eliminated from the competitive process.

For questions already answered in the Preliminary Project Proposal stage, Applicants may use the same answers provided or may provide more refined or edited answers to provide further clarity. If using the same answer as provided before, still include fully written answer for all questions in the Step 2 application form.

All Project Proposal submittals will include the following:

1. PROJECT PROPOSAL INFORMATION FORM

Please fill out the following as completely as possible. If not applicable, please put n/a:

- a. Project Information
 1. Project Title:
 2. Project Description:
 3. Total Project Cost:

4. Funding Amount Requested:
 5. Project Start Date:
 6. Project End Date:
- b. Applicant Information (Legal Owner of the Project)
1. Applicant Name:
 2. Applicant Federal ID Number (FEIN):
 3. Applicant California tax identification number, if applicable:
 4. 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 qualified under Section 501(c)(3) of the Internal Revenue Service Code (taxed exempt charities and non-profits)
 - 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/>
 - For all other corporations
 - 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>
- c. Project Point of Contact
1. Full Name:
 2. Title:
 3. Address:
 4. City:
 5. State:
 6. Zip:
 7. Phone Number:
 8. Secondary Phone Number:
 9. Email:
- d. Project Location
1. County:
 2. Latitude:
 3. Longitude:

2. PROJECT SUMMARY

Describe the discrete project including expected project components and steps. Answers are limited to 4,000 characters.

- a. Select only one project type:
 - Planning
 - Implementation
 - Ancestral Land Return with a Planning project
 - Ancestral Land Return with an Implementation project
- b. Describe the goals and objectives of the project, how it will serve the tribe and/or surrounding communities, how it is a multi-benefit nature-based solutions project, and how the project will be evaluated, including metrics that can be used to evaluate the progress and success of the grant.
- c. Include a brief description of current site conditions, baseline conditions, and expected benefits of the project.

3. PROJECT QUESTIONS

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

If a question does not apply to the project, indicate “Not Applicable” with a brief explanation. Do not leave blank fields. Answers are limited to 4,000 characters.

Requirements and Project Need

1. Project Applicant's Information
 - i. Name and contact information that can be made publicly available
 - ii. Key partners and collaborating entities
2. Project Type (**CHOOSE ONE**)
 - Planning project
 - Implementation project
 - Ancestral land return and Planning projects
 - Ancestral land return and Implementation projects
3. 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.
4. Explain how the project addresses a critical need for the applicant and tribe(s).

5. Explain how the project is “multi-benefit” by describing the two or more benefits that address climate change, improve public health, increase equity, and protect biodiversity. Please indicate which strategy (*Natural and Working Lands Climate Smart Strategy*, *Pathways to 30x30 Strategy*, and/or *Ocean Protection Council’s Tribal Engagement Strategy*) the applicant is relying on and include the page numbers of the specific strategies.
6. Explain how the project is a “nature-based solution” by describing how the project works with or enhances nature to address societal challenges. What approach is the applicant using, including protecting nature, sustainably managing nature, and/or restoring nature? What is the societal challenge that the project is addressing?
7. Does the project advance coastal and ocean multi-benefit nature-based solutions? If yes, please indicate which action included in the *Ocean Protection Council Tribal Engagement Strategy* the applicant is relying on and include the page numbers of the specific strategies.
8. Explain the tribal consultations and public engagement the applicant has completed in the development of the project. How has the applicant addressed any concerns or requests for collaboration?
9. Explain how the applicant is an eligible applicant for this program. Eligible applicants include California Native American tribes and tribally led entities located in California. Non-tribal 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.
10. **Attach map(s) of the tribe(s) ancestral lands and boundary, which clearly indicates the project location.** 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.
11. **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. (Appendix F.1).

Planning Project Funding Priorities

1. How will the planning project and associated activities support the tribe(s)' future multi-benefit nature-based solutions 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 will be applying for a State or Federal grant program after completing planning, please specify the grant, provide a website link to information on the grant, and provide the timeframe when the application will be submitted. How will the planning activities paid for by this grant assist the applicant in accessing other grants?
4. Describe what type of planning activities will be completed.
5. How will the project measure success and document outcomes?

Implementation Project Funding Priorities

1. How will the proposed project benefit the tribe(s)' ancestral lands and community?
2. How will the implementation project and associated activities support the tribe(s)' future multi-benefit nature-based solutions priorities?
3. Describe, in detail, the components of the implementation project. Include timelines for each component.
4. Describe the steps that have already been completed on the project and the immediate steps to be taken post-grant award.
5. List all entities with ownership and jurisdiction over the project location and the status of notifications, agreements, meetings, etc. about the project with each owner and jurisdictional entity. Include a list of the owner(s) of the project property(ies) and the Assessor's Parcel Numbers (APNs) for each property.
6. If the applicant will be including a nature-based solutions workforce or economic development component within their implementation project, please describe the specific components that will be funded with the grant.
7. 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 and community.
2. Describe the significance of the property for advancing multi-benefit nature-based solutions priorities.
3. Describe if the property(ies) to be purchased:
 - a. Are within current reservation boundaries and addresses "checkerboarding" issues.
 - b. Are directly adjacent to reservation or trust land boundaries.
 - c. If in shared ancestral territories, will be jointly owned and/or managed by inter-tribal consortium or partnership.
 - d. Are directly adjacent to conserved lands or coastal waters and improving habitat connectivity.
 - e. Are eligible, seeking, or have secured partial funding from other state, federal, tribal, or private funds.
 - f. By applicants that represent landless tribes or tribes with minimal lands (20 acres or less) in reacquiring ancestral lands.
 - g. Returns or restores access to and cultivation of culturally significant natural resources and traditional foods to tribes and their members.
4. Describe if the project is for the purchase of property, conservation easement, or acquisition of water rights/instream flows.
5. Describe what multi-benefit nature-based solutions projects will be planned or implemented after the purchase of property.
 - a. If proposing a planning project, please fill out the Funding Priorities for Planning Projects questions above. If proposing an implementation project, please fill out the Funding Priorities for Implementation Projects questions above.
6. Describe if the owner of the property is a willing seller and list all current owners and jurisdictions over the property. Include a list and map showing the owner(s) of the project property(ies) and the Assessor's Parcel Numbers (APNs) for each property. Please note, only projects with willing sellers will be eligible for the Program. (See Appendix I for sample willing seller letter – willing seller letters required during Step 4).
7. Describe the basic title analysis, including the analysis of the legal access to and encumbrances on the property. Applicants may include a title report.

8. Describe the steps that have already been completed on the project and the immediate steps to be taken post-grant award.
9. List all entities that would have future ownership and jurisdiction over the property.
10. Describe the long-term ownership and management plans, including management funding of the project.
11. Describe if the property is in shared ancestral territories with other California Native American tribes and likelihood of any conflict or opposition from other tribes. If so, what actions have been taken to address potential conflict?
12. 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.

Organizational Capacity

1. Describe the applicant's experience in completing similar projects. If the applicant doesn't have experience in completing similar projects, please identify the resources or partnerships that will be relied upon and what technical assistance may support the applicant's efforts.
2. Describe the applicant's fiscal capacity to carry out the proposed project.
3. 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 body.
4. Describe the applicant's mission, community served, and include a link to the applicant's website. This could include a summary of a tribal constitution or an entity's mission statement.
5. Describe the qualifications of the top five (5) project team members that will be implementing the project if awarded.

End of Project Questions

Required Documentation for Step 2 Project Proposal (For Applicants Invited to Submit Project Proposals) (These documents are not required for the Preliminary Project Proposal [Step 1]).

The following documents must be included as part of the Step 2 Project Proposal:

For All Projects -

1. **Proposal Form Signature Page** – The signature page of the completed Project Proposal Form should be signed by the same Authorized Representative to be identified in the resolution or certification letter (see Appendix F or Appendix G) and included in the Project Proposal. The signature can be a wet signature or signed electronically.
2. **Cost Estimate** – 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 (see Appendix D for a sample format).
3. **Supporting Documentation** - Up to eight pages of documentation that helps illustrate and support the proposed projects, such as, but not limited to, draft workplans, grant solicitation notices, letters from jurisdictional entities, community meeting notes, photographs, or other relevant documentation.
4. **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.
5. **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.

For Implementation and Ancestral Land Return Projects Only -

6. **Site Plan** – 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.
7. **Photographs** – Provide up to five (5) labeled color photographs of different views of the project reflecting **current** conditions.

End of Required Documentation for Step 2 Project Proposal

STEP THREE – FIELD VISIT OR PROJECT PRESENTATION (QUALIFYING PROJECTS ONLY)

Applicants with the most competitive Step 2 Project Proposals will proceed to the next phase (Step 3), which involves a field visit or project presentation at the discretion of CNRA. At the field visit or during the project presentation, 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.

Applicants may be required to provide additional documentation about the project before being granted a field visit or provided an opportunity to present on their project.

End of Step Three Information

STEP FOUR - SUPPORTING DOCUMENTATION (QUALIFYING PROJECTS ONLY)

Applicants with the most competitive projects after field visits will be required to submit support documentation further demonstrating their ability to carry out the project.

The following required supporting materials must be included in the Project Proposal. Templates for some materials can be found at

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

For All Projects -

1. **Signed Authorized Resolution or Certification Letter** – Provide a signed authorizing resolution from the applicant’s council or governing board (see Appendix F.2 for the required resolution format and content). Resolutions must include all assurances contained in the template. A Certification Letter can be submitted for agencies without a governing board (see Appendix G for required format and content).
2. **Timeline** – Provide an estimated timeline for major project milestones.

For Planning Projects –

1. **Work Plan** – Provide an outline of the pre-planning and/or planning schedule and work plan including activities. List goals, objectives, benchmarks, evaluation, timeframe, resources, and the position of the person responsible for tasks.
2. **Staff/Contractors and Rates** – Provide a list of staff titles and contractors and each staff members’ or contractors’ hourly rates if applicable.

For Implementation and Ancestral Land Return Projects -

1. **Assessor’s Parcel Map** – Provide a photocopy of relevant assessor’s parcel maps, with project parcels highlighted and full parcel numbers clearly labeled.
2. **Property Data Sheet** – Provide the completed Property Data Sheet for all parcels included in the project (see Appendix J). Be sure to include properties that do not have parcel numbers (e.g., rights-of-way, etc.).
3. **Proof of Ownership** – Provide copies of documents verifying the current ownership of each parcel listed on the Property Data Sheet. Examples of such documents include tax records, owner data sheets from county records, recorded deeds, title reports, etc. All documents verifying ownership must have parcel numbers clearly indicated on the document (handwritten acceptable).

4. **Adequate Site Control/Land Tenure** – For parcels not owned by the applicant, provide a copy of an agreement giving the applicant legal access to and permission to construct and maintain the project on the property that expressly addresses potential liability. If an agreement has not yet been executed at the time of submitting supporting documentation, the applicant may submit a signed letter from each landowner identifying the affected parcel(s) and indicating that, if awarded funding, the owner is willing to enter into an agreement with the applicant to allow long-term access for construction and maintenance of the project.
5. **Operation and Maintenance** – 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.
6. **Project Permit Approval Status** – Indicate the types of permits necessary to complete the project, timeline of permitting submittal, and potential project delays due to permitting (see Appendix L). 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.
7. **Payee Data Record** – Provide a completed and signed STD 204 Payee Data Record form (see Appendix M).
8. **Willing Seller Letter(s)** – For ancestral land return projects, submit signed willing seller letter(s) from all current owners of the property. See Appendix I for sample willing seller letter.

End of Step Four Information

PROJECT ADMINISTRATION

All projects awarded funding will follow the general administrative procedure outlined below.

1. Grantee attends grant management workshops which addresses project administration, including proper submission of payment requests.
2. State Grant Administrator works with Grantee to develop and execute grant agreement.
3. For planning projects, Grantee submits a proposed Work Plan for state approval.
4. For implementation and ancestral land return projects, Grantee submits final site control documents.
5. Grantee commences preliminary project work (planning, outreach, staff training, design, permitting, CEQA, etc.) and submits reimbursement request for eligible expenses (subject to retention).
6. 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.
7. Grantee submits periodic progress reports and periodic reimbursement requests for eligible expenses (subject to retention).
8. Grantee completes project and submits project completion packet.
9. 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.

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 – 4 may be eligible for reimbursement. (See Appendix E 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.

1. Payments will be made on a reimbursement basis. 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.
2. Ten percent (10%) of the amount requested for reimbursement may be retained and issued as a final payment upon completion.
3. Advances of up to twenty-five percent (25%) of the grant award at a time may be available upon need. Smaller advances provided on a rolling basis may be available upon need. Please note, federally recognized tribes will have to provide limited waivers of sovereign immunity for all advanced funds.
4. For Ancestral Land Return projects, payment for the purchase of property can be made directly to the escrow company at the time of closing. 90% of grant funds budgeted for the purchase price of the property can be advanced to an escrow account in lieu of reimbursement. After the close of the escrow account, CNRA can reimburse the grantee other eligible acquisition costs. CNRA will release the 10% retention once all closeout requirements are met. Before approving of the advancement of 90% of the funds into the escrow account, grantees must have a signed grant agreement, the purchase of the property must occur during the performance period of the grant agreement, the preliminary title report must be submitted to CNRA, and the Department of General Services must have completed its appraisal review.

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.

1. Grantee fails to execute a grant agreement.

2. Grantee changes the project scope without prior notice to and approval by the State.
3. Grantee fails to timely submit all required documentation specified in the grant agreement.
4. Grantee fails to complete the project.
5. 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 K), grant agreement (see Appendix M for Ancestral Land Return Grant Agreement Template), and/or deed restrictions (see Appendix N 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.

Grantee may be required to keep the State informed on post-project performance and maintenance. Grantee must submit periodic status reports to be determined on a case-by-case basis.

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:

1. Accurately reflects fiscal transactions, with necessary controls and safeguards.
2. 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.
3. 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 FOR
Time-Sensitive Shovel Ready Ancestral Land Return
Projects**

APPENDIX A – SUBMITTAL CHECKLIST FOR TIME-SENSITIVE SHOVEL READY ANCESTRAL LAND RETURN PROJECTS (INCLUDING STEP 2 AND 4 REQUIREMENTS):

The following is included in the Preliminary Project Proposal:	
• Project Proposal Form	
• Project Summary	
• Project Questions	
• Ancestral Lands and Boundary Map	
• Approved Other State of California Funding Program Materials	
• Location Map	
• Project Proposal Form Signature Page	
• Cost Estimate	
• Supporting Documents	
• Location Map	
• Signed letter or resolution from the chairperson of the tribe(s) that are actively supported by the application	
• Site Plan	
• Photographs	

APPENDICES FOR STEP 1 – PRELIMINARY PROJECT PROPOSAL

APPENDIX B – SUBMITTAL CHECKLIST FOR PRELIMINARY PROJECT PROPOSALS:

STEP 1 – PRELIMINARY PROJECT PROPOSAL

The following is included in the Preliminary Project Proposal:	
• Project Proposal Form	
• Evidence of Applicants Active Status as a Legal Entity	
• Project Summary	
• Project Questions	
• Signed letter or resolution from the chairperson of the tribe(s) that are actively supported by the application (See Appendix F.1)	

APPENDICES FOR STEP 2 – PROJECT PROPOSAL

APPENDIX C – SUBMITTAL CHECKLIST FOR PROJECT PROPOSALS

STEP 2 – PROJECT PROPOSAL

The following is entered included in the Project Proposal Application:	
• Project Proposal Form	
• Project Summary	
• Project Questions	
• Ancestral Lands and Boundary Map	
The following will be attached to the Project Proposal Application:	
• Project Proposal Form Signature Page	
• Cost Estimate	
• Supporting Documents	
• Location Map	
• Signed letter or resolution from the chairperson of the tribe(s) that are actively supported by the application (See Appendix F.1)	
• Site Plan (Implementation and Ancestral land return projects only)	
• Photographs (Implementation and Ancestral land return projects only)	

APPENDIX D – COST ESTIMATE

In preparing a cost estimate for the project, applicants should comply with the following:

1. All project components, timelines, steps, and other elements should be detailed and customized to fit the project.
2. Each element should be clearly described in the project narrative.
3. Each funding source must have its own column. Other Funding Source columns headings should specify cash or in-kind.
4. Tribal Nature-Based Solutions Grant and Other Funding Source columns should sum to the Total Cost column.
5. The cost of specific non-labor project elements funded by the grant should not be split between the grant and other funding sources.
6. The estimates provided should be based on quotes by a general contractor, cost estimator, or provided directly by a qualified vendor or sub-contractor.
7. Add/delete elements and funding sources as needed. Be sure all costs are eligible, within allowable limits, and all columns add up correctly.
8. If Implementation Project, total non-construction costs (direct staff time, consultants, permitting, etc.) are capped at twenty-five percent (25%) of the grant request.
9. Contingency costs can be no more than ten percent (10%) of the grant request.
10. 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. Inservice payroll may not include a “billable rate” or administrative cost allocation. See Appendix E for further information on requirements if requesting indirect/overhead.

COST ESTIMATE TEMPLATE – PLANNING PROJECTS

TASKS/PROJECT ELEMENTS	Total Costs	Unit Price	Unit of Measure	Quantity	Tribal Nature-Based Solutions	Other Funding (if applicable)
<u>PROJECT ADMINISTRATION</u>						
Surveys						
Consultant Contracting						
Permitting and Environmental Compliance						
<u>DEVELOPMENT OF WORK PLAN</u>						
<u>COMMUNITY OUTREACH</u>						
Community Forums						
<u>MATERIALS AND SUPPLIES</u>						
Printing costs						
Graphics costs						
<u>BACKGROUND RESEARCH</u>						
Traditional Ecological Knowledges						
<u>INDIRECT/OVERHEAD (not to exceed 20% of direct costs)</u>						
<u>CONTINGENCY (not to exceed 10% of grant)</u>						
PROJECT GRAND TOTAL						

- 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.
- A customizable cost estimate template can be found at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

COST ESTIMATE TEMPLATE – IMPLEMENTATION PROJECTS

TASKS/PROJECT ELEMENTS	Total Costs	Unit Price	Unit of Measure	Quantity	Tribal Nature-Based Solutions	Other Funding (if applicable)
<u>NON-CONSTRUCTION</u> (not to exceed 25% of the grant)						
Project Management						
Design						
Technical Consultants						
Community Engagement						
<u>SITE PREPARATION</u>						
Clearing/Grubbing						
Grading						
Mobilization						
<u>CONSTRUCTION/IMPLEMENTATION</u>						
Materials and Supplies						
Transportation						
Labor- (specify labor)						
<u>OTHER</u>						
Funding Acknowledgement Signage						
<u>INDIRECT/OVERHEAD</u> (not to exceed 20% of direct costs)						
<u>CONTINGENCY</u> (not to exceed 10% of grant)						
PROJECT GRAND TOTAL						

- 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.
- A customizable cost estimate template can be found at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

COST ESTIMATE TEMPLATE – ANCESTRAL LAND RETURN PROJECTS (Use either the Planning or Implementation Templates for the multi-benefit component to ancestral land return project component)

TASKS/PROJECT ELEMENTS	Total Costs	Unit Price	Unit of Measure	Quantity	Tribal Nature-Based Solutions	Other Funding (if applicable)
<u>NON-ACQUISITION</u> (not to exceed 25% of the grant)						
Project Management						
Design						
Technical Consultants						
Community Engagement						
<u>ACQUISITION</u>						
Title Reports						
Due Diligence						
Cost						
Fees						
<u>CONSTRUCTION/IMPLEMENTATION</u>						
Materials and Supplies						
Transportation						
Labor- (specify labor)						
<u>OTHER</u>						
Funding Acknowledgement Signage						
<u>INDIRECT/OVERHEAD</u> (not to exceed 20% of direct costs)						
<u>CONTINGENCY</u> (not to exceed 10% of grant)						
PROJECT GRAND TOTAL						

- 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.
- A customizable cost estimate template can be found at <https://resources.ca.gov/Initiatives/Tribalaffairs/Tribal-Nature-Based-Solutions-Program>.

APPENDIX E – 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

1. **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.
2. **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. Unspent funds will be returned to the State.
3. **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.
4. **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.
 - a. 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.
 - b. Salaries and wages claimed for employees working on State grant-funded projects must not exceed grantee's established rates for similar positions.
 - c. 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.

5. **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.
6. **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.
7. **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.

8. **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:
 - a. Premiums on hazard and liability insurance to cover personnel and/or property.
 - b. 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).
 - c. Transportation costs for moving equipment, program participants, or personnel.
 - d. Training costs for staff to increase cultural, Traditional Ecological Knowledges, and traditional competency.
 - e. 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.

Implementation Projects

1. 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.

2. Implementation/Construction

- a. 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.
- b. 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.
- c. 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. There is a limit of \$400,000 that may be utilized to purchase equipment.

APPENDICES FOR STEP 4 - SUPPORTING DOCUMENTATION (QUALIFYING PROJECTS ONLY)

The following is included in the Supporting Documentation Project Proposal:	
<ul style="list-style-type: none"> Signed Authorized Resolution or Certification Letter (Appendix F.2 or G) 	
<ul style="list-style-type: none"> Timeline 	
For Planning Projects	
<ul style="list-style-type: none"> Work Plan 	
<ul style="list-style-type: none"> Staff/Contractors and Rates 	
For Implementation and Ancestral Land Return Projects	
<ul style="list-style-type: none"> Assessor's Parcel Map 	
<ul style="list-style-type: none"> Property Data Sheet 	
<ul style="list-style-type: none"> Proof of Ownership 	
<ul style="list-style-type: none"> Adequate Site Control/Land Tenure (if applicable) 	
<ul style="list-style-type: none"> Operation and Maintenance (if applicable) 	
<ul style="list-style-type: none"> Project Permit Approval Status (see Appendix L) 	
<ul style="list-style-type: none"> Payee Data Record (See Appendix M) 	
For Ancestral Land Return Projects	
<ul style="list-style-type: none"> Willing Seller Letter(s) (see Appendix I) 	

APPENDIX F – RESOLUTION TEMPLATES¹

Appendix F.1 - Tribal Resolution in Support of Grant Application Template (for Step 1 and 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)

1. Approves the filing of an application for the (*name of the project*); and
2. Certifies PROJECT NAME benefits TRIBE NAME's multi-benefit nature-based solutions priorities by _____.
3. Appoints 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 _____

¹ This Resolution serves as a template and subject to change depending on the type of project and negotiations with the grantees. Some projects may require a limited waiver of sovereign immunity.

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 the _____ day of _____ 20____. 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 F.2 - Authorized Resolution Template (for Step 4)

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)

1. Approves the filing of an application for the *(name of the project)*; and
2. Certifies that Applicant understands the assurances and certification in the application package; and
3. 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
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. 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
6. 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
7. 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 of _____ 20____. 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 G - CERTIFICATION LETTER REQUIREMENTS ²

If an applicant does 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:

1. Approve the filing of an application for the **(name of the project)**; and
2. Certify that the applicant(s) understands the assurances and certification in the application; and
3. 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
4. Certify that the applicant(s) will comply with the provisions of Section 1771.5 of the California Labor Code; and
5. 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
6. 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; and
7. 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).
8. Contain the signature of the Council Director or Chief Executive Officer.

² This Resolution serves as a template and subject to change depending on the type of project and negotiations with the grantees. Some projects may require a limited waiver of sovereign immunity.

APPENDIX H – 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.

- a. 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.
- b. 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 H 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*.
- c. 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 H 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.

- d. 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 I – WILLING SELLER LETTER (ACQUISITIONS ONLY)

All acquisition 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.

Acknowledged:

Printed name and title
Signature of landowner

Date signed

Printed name and title
Signature of landowner

Date signed

Printed name and title
Signature of landowner

Date signed

APPENDIX J – 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								

Comments:

Total Number of Parcels:

Total Number of Acres:

APPENDIX K – 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.

APPENDIX L – 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	Date Expected
State Agencies:					
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"/>	
Federal Agencies:					
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. Army Corps of Engineers	Section 9 Permit (Rivers & Harbors Act of 1899)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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"/>	
Local, Regional, Tribal Planning Agencies					
City/County	Grading Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	Environmental Health Department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
City/County	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"/>	
Others (e.g. CalRecycle, State Contractors Board, etc.):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
No Applicable Permits					

APPENDIX M – 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>.

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

APPENDIX N – ANCESTRAL LAND RETURN GRANT AGREEMENT TEMPLATE

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

Grantee Name:

Project Title:

Agreement Number:

Authority: Chapter 249, statutes of 2022 (Assembly Bill 179)
Program: Tribal Nature-Based Solutions

PROJECT DESCRIPTION

Acquire approximately ____ acres of _____ land, allowing 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 Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. The Grantee shall record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist 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.
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 where relevant, 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.

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. Notwithstanding Section B.11 of this agreement, access to the general public is not required but may be available at the landowner's discretion.

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 Grant Guidelines and Application.
5. The term "Fair Market Value" means the value placed upon the property 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.
7. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
8. 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.
9. The term "Payment Request Form" means Form RA212.
10. The term "Project" means the Acquisition activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
11. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
12. The term "Project Scope" means the description or activity of work to be accomplished by the Project.

13. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
14. The term "State" means the Secretary for Natural Resources or representatives, or other political subdivisions of the State.

B. Project Execution

1. Subject to the availability of funds, the State 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 description of Project in this Agreement and its attachments 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 in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **the end of the funding expenditure period.**
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. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Changes to the scope resulting from CEQA compliance 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.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. 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.
7. Grantee shall provide access by the State upon 24 hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property acquisition by Public Agencies.

9. 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. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
10. 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.
11. Grantee shall provide for public access to the Project in accordance with_____.

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 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 Sections 3, D.6 and D.7 below and all Special Conditions 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.
2. 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:
 - i. Name and address of Grantee;
 - ii. Number of Agreement;
 - iii. Dollar amount of disbursement requested;
 - iv. 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;
 - v. 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
 - vi. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed for and by the escrow company.

3. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
 - i. Complete Payment Request Form;
 - ii. Buyer's closing statement;
 - iii. Copies of grant deeds;
 - iv. Copies of recorded Memoranda of Unrecorded Grant Agreement;
 - v. Policy of title insurance;
 - vi. Project Certification Form (if the Project is complete and payment in full is requested);
 - vii. Evidence of compliance with signage requirement; and
 - viii. Summary report of final total Project expenditures.
4. 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.
5. 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.
6. 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 promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and 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 interest bearing account, setting up and identifying such account prior to the advance. 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 **the end of the funding expenditure period**.
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 sources of other 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. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

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 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.
2. Limited Waiver of Sovereign Immunity and hold harmless. 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, 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 the NAME Tribe only, and nothing herein waives the immunity of or authorizes suit against the Tribe's Tribal Council members, officers, employees, agents, attorneys, or consultants.

3. The Tribe's limited waiver of sovereign immunity is applicable solely to claims by the State of California, through the California Natural Resources Agency and its departments, their successors and 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 NAME Tribe that is held in trust by the United States shall be subject to seizure to satisfy a judgment of damages against the Tribe. The Parties agree to meet and confer to seek to resolve any disputes arising under the Agreements before pursuing legal action against the Tribe. In the case of litigation, 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.
4. 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 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.

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 during regular office hours, 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.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. 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.
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.

I. 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 under (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.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. 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.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. 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.

M. Assignment

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

N. 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.

O. 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 O – DEED RESTRICTION TEMPLATE

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]. 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/project proposal]. 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 P – AVAILABLE RESOURCES

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-](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%2C%20OPC%E2%80%99s%20Equity%20Plan%2C%20and%20state%20law.)

[508.pdf#:~:text=The%20purpose%20of%20this%20Tribal%20Engagement%20Strategy%20%28Strategic%29,%28Strategic%20Plan%29%2C%20OPC%E2%80%99s%20Equity%20Plan%2C%20and%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%2C%20OPC%E2%80%99s%20Equity%20Plan%2C%20and%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

CAL FIRE Prescribed Fire Guidebook

<https://www.fire.ca.gov/media/2qlel0gn/cal-fire-prescribed-fire-guidebook.pdf#:~:text=To%2A0conduct%2A0a%2A0burn%2C%2A0the%2A0landowner%2A0or%2A0legal%20representative%2A0must%2A0apply%2A0for%2A0and%2A0obtain%2A0CAL%2A0FIRE%2A0Unit%2A0approval%2A0through%2A0aProject%2A0Type%2A0Burning%2A0Permit%2A0%28LE%E2%80%905%2A0or%2A0LE%E2%80%907%29.,The%2A0Unit%2A0may%2A0also%2A0require%2A0the%2A0issuance%2A0of%2A0the%2A0companion%2A0form%2A0Minimum%2A0Precautions%2A0for%2A0Project%2A0Type%2A0Burning%2A0%28LE%E2%80%908%29.%202.>

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

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 Q – 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

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.

Cultural Resource – means tangible physical evidence or place of past human activity. These may include buildings, structures, prehistoric sites, historic or prehistoric objects or collections, rock inscriptions, religious sites, and landscapes or natural features of significance to a group of people.

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 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.

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 his/her representative.

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.

END OF GUIDELINES