PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM, THIS MEETING WILL BE CONDUCTED VIRTUALLY. ALL VOTES TAKEN DURING THIS VIRTUAL MEETING WILL BE CONDUCTED BY ORAL ROLL CALL.

This meeting will be accessible as follows:

<table>
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<tr>
<th>Meeting Access Via Computer (Zoom)*:</th>
<th>Meeting Access Via Telephone*:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• <a href="https://sawpa.zoom.us/j/93923803721">https://sawpa.zoom.us/j/93923803721</a></td>
<td>• 1 (669) 900-6833</td>
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<tr>
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<td>• Meeting ID: 939 2380 3721</td>
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*Participation in the meeting via the Zoom app (a free download) is strongly encouraged

REGULAR COMMISSION MEETING
TUESDAY, FEBRUARY 2, 2021 – 9:30 A.M.

AGENDA

1. CALL TO ORDER (Jasmin A. Hall, Chair)

2. ROLL CALL

3. PUBLIC COMMENTS
   Members of the public may address the legislative body concerning any item that has been described in the notice for this Special Meeting before or during consideration of that item as authorized by Government Code §54954.3(a).

4. ITEMS TO BE ADDED OR DELETED

5. CONSENT CALENDAR
   All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.
   A. APPROVAL OF MEETING MINUTES: JANUARY 19, 2021 ........................................ 5
      Recommendation: Approve as posted.
   B. TREASURER’S REPORT – DECEMBER 2020 ......................................................... 11
      Recommendation: Approve as posted.

6. SPECIAL COMMENDATIONS
   A. SERVICE PIN PRESENTATIONS
      • 5-Year Pin: Alison Lewis
      • 10-Year Pin: Zyanya Ramirez
      • 15-Year Pin: David Ruhl
      • 20-Year Pin: Karen Williams
                     Richard Haller
7. NEW BUSINESS

A. SUBRECIPIENT GRANT AGREEMENT FOR WECAN EXPANSION IN THE CITY OF RIVERSIDE (CM#2021.10) .................................................................................................................................................. 17
   Presenter: Ian Achimore
   Recommendation: Authorize the General Manager to execute the Transformative Climate Communities (TCC) subrecipient agreement between SAWPA and the City of Riverside for SAWPA to accept TCC grant funding in the amount of $593,000 to expand the turf removal component of the WECAN program into Riverside.

B. FISCAL YEAR 2021-2022 AND FISCAL YEAR 2022-2023 REVISED BUDGET SCHEDULE (CM#2021.9) .................................................................................................................................................. 193
   Presenter: Karen Williams
   Recommendation: Receive and file.

C. APPROVAL OF EMPLOYMENT AGREEMENT | GENERAL MANAGER ........................................ 195
   Presenter: Andy Turner
   Recommendation: Approve the Employment Agreement with Jeffrey Mosher, effective February 15, 2021, for the position of General Manager, and authorize the Commission Chair to execute the agreement.

D. ADOPT RESOLUTION IN RECOGNITION OF RICHARD HALLER ........................................... 201
   Presenter: Karen Williams
   Recommendation: Adopt Resolution No. 2121-3 recognizing Richard Haller for his service since 2001 as General Manager and Executive Manager of Engineering and Operations.

8. INFORMATIONAL REPORTS
   Recommendation: Receive for information.

   A. CHAIR’S COMMENTS/REPORT
   B. COMMISSIONERS’ COMMENTS
   C. COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS

9. CLOSED SESSION
   There were no Closed Session items anticipated at the time of the posting of this agenda.

10. ADJOURNMENT

PLEASE NOTE:
Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email kborry@sawpa.org. 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff’s ability to post documents prior to the meeting.
Declaration of Posting
I, Kelly Berry, CMC, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Wednesday, January 27, 2021, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA’s office, 11615 Sterling Avenue, Riverside, California.

2021 SAWPA Commission Meetings/Events
First and Third Tuesday of the Month
(NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

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<tr>
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<td>1/8/21</td>
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<tr>
<td>5/18/21</td>
<td>6/15/21</td>
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<tr>
<td>5/4 – 5/7/21</td>
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<td>11/30 – 12/3/21</td>
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ACWA Spring Conference, Monterey
ACWA Fall Conference, Pasadena
SAWPA COMPENSABLE MEETINGS

IMPORTANT NOTE: Due to the spread of COVID-19, and until further notice, the Santa Ana Watershed Project Authority will be holding all upcoming meetings by teleconferencing. Participation information will be included on each posted agenda or meeting notice.

In addition to Commission meetings, Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy. **IMPORTANT NOTE:** These meetings are subject to change. Prior to attending any meetings listed below, please confirm meeting details by viewing the website calendar using the following link:

https://sawpa.org/sawpa-calendar/

### MONTH OF: February 2021

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<td>VIRTUAL/TELEPHONICALLY</td>
</tr>
<tr>
<td>2/2/21</td>
<td>8:30 AM</td>
<td>PA 23 Committee Mtg</td>
<td>VIRTUAL/TELEPHONICALLY</td>
</tr>
<tr>
<td>2/2/21</td>
<td>10:00 AM</td>
<td>PA 24 Committee Mtg</td>
<td>VIRTUAL/TELEPHONICALLY</td>
</tr>
<tr>
<td>2/3/21</td>
<td>1:30 PM</td>
<td>MSAR TMDL/Regional WQ Monitoring Task Force Mtg</td>
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</tr>
<tr>
<td>2/9/21</td>
<td>8:30 AM</td>
<td>PA 22 Committee Mtg</td>
<td>VIRTUAL/TELEPHONICALLY</td>
</tr>
<tr>
<td>2/18/21</td>
<td>4:00 PM</td>
<td>LESJWA Board of Directors Mtg</td>
<td>VIRTUAL/TELEPHONICALLY</td>
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<tr>
<td>2/22/21</td>
<td>1:30 PM</td>
<td>Lake Elsinore/Canyon Lake TMDL Task Force</td>
<td>VIRTUAL/TELEPHONICALLY</td>
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<tr>
<td>2/23/21</td>
<td>2:00 PM</td>
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### MONTH OF: March 2021

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<tr>
<td>3/2/21</td>
<td>10:00 AM</td>
<td>PA 24 Committee Mtg</td>
<td>VIRTUAL/TELEPHONICALLY</td>
</tr>
<tr>
<td>3/9/21</td>
<td>8:30 AM</td>
<td>PA 22 Committee Mtg</td>
<td>VIRTUAL/TELEPHONICALLY</td>
</tr>
<tr>
<td>3/25/21</td>
<td>11:00 AM</td>
<td>OWOW Steering Committee Mtg</td>
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**Please Note:** We strive to ensure the list of Compensable Meetings set forth above is accurate and up-to-date; the list is compiled based on input from SAWPA staff and Department Managers regarding meeting purpose and content.
SAWPA COMMISSION
REGULAR MEETING MINUTES
JANUARY 19, 2021

COMMISSIONERS PRESENT
David J. Slawson, Chair, Eastern Municipal Water District
Jasmin A. Hall, Acting Vice Chair, Inland Empire Utilities Agency
Kelly E. Rowe, Secretary-Treasurer, Orange County Water District
Brenda Dennstedt, Western Municipal Water District
June D. Hayes, San Bernardino Valley Municipal Water District

COMMISSIONERS ABSENT
None

ALTERNATE COMMISSIONERS PRESENT; NON-VOTING
T. Milford Harrison, Alternate, San Bernardino Valley Municipal Water District

STAFF PRESENT
Rich Haller, Karen Williams, Carlos Quintero, David Ruhl, Mark Norton, Dean Unger, Rick Whetsel, Kelly Berry

OTHERS PRESENT
Andrew D. Turner, Lagerlof, LLP

The Regular Meeting of the Santa Ana Watershed Project Authority Commission was called to order at 9:30 a.m. by Chair Slawson on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California. The record will reflect this meeting was conducted virtually.

1. CALL TO ORDER
Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom, this meeting was conducted virtually. Members of the public who were unable to participate by teleconference or virtually were invited to submit comments and questions in writing via email for the Commission’s consideration.

2. ROLL CALL
An oral roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS
There were no public comments; there were no public comments received via email.

4. ITEMS TO BE ADDED OR DELETED
Agenda Item No. 6.E. was removed by staff from the agenda.

5. CONSENT CALENDAR
A. APPROVAL OF MEETING MINUTES: DECEMBER 15, 2020
Recommendation: Approve as posted.

B. APPROVAL OF MEETING MINUTES: JANUARY 5, 2021
Recommendation: Approve as posted.

C. APPROVAL OF MEETING MINUTES: JANUARY 8, 2021
Recommendation: Approve as posted.

D. APPROVAL OF MEETING MINUTES: JANUARY 12, 2021
Recommendation: Approve as posted.
E. **TREASURER’S REPORT – NOVEMBER 2020**
Recommendation: Approve as posted.

MOVED, approve the Consent Calendar.

Result: Adopted by Roll Call Vote (Unanimously)
Motion/Second: Rowe/Dennstedt
Ayes: Dennstedt, Hall, Hayes, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

6. **NEW BUSINESS**

A. **ROTATION OF OFFICERS AND COMMISSION APPOINTMENTS (CM#2021.1)**

Rich Haller provided an oral report. The Commission took the following separate actions on Agenda Item No. 6.A.

MOVED, authorize the rotation of officers in accordance with the historical rotation provisions of Resolution No. 355, and appoint Jasmin A. Hall as Commission Chair, Kelly E. Rowe as Commission Vice Chair, and Brenda Dennstedt as Commission Secretary.

Result: Adopted by Roll Call Vote (Unanimously)
Motion/Second: Dennstedt/Hayes
Ayes: Dennstedt, Hall, Hayes, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

The remainder of the meeting was chaired by newly elected Chair Jasmin A. Hall

MOVED, adopt Resolution No. 2021-1 appointing Commissioner Brenda Dennstedt to the Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) Board of Directors as the SAWPA representative.

Result: Adopted by Roll Call Vote (Unanimously)
Motion/Second: Hayes/Slawson
Ayes: Dennstedt, Hall, Hayes, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None

MOVED, acknowledge the rotation of representatives to the One Water One Watershed (OWOW) Steering Committee and the Vice Chair serving as Convener as set forth in Resolution No. 2018-1.

Result: Adopted by Roll Call Vote (Unanimously)
Motion/Second: Slawson/Hall
Ayes: Dennstedt, Hall, Hayes, Rowe, Slawson
Nays: None
Abstentions: None
Absent: None
B. **COMMISSIONERS COMPENSATION (CM#2021.2)**
Rich Haller provided an oral report. There was discussion about SAWPA’s restriction from paying Alternate Commissioners for attending SAWPA committee meetings. Staff will bring the matter back to the Commission with additional information for further discussion and possible action.

Due to lack of a motion and second, no action was taken on Agenda Item No. 6.B. and the per day of service rate was automatically increased by 5% effective January 2021.

C. **FYE 2022 AND 2023 GOALS AND OBJECTIVES (CM#2021.6)**
Karen Williams and Alison Lewis provided a PowerPoint presentation contained in the agenda packet on pages 38 – 75.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 6.C.

D. **MEMORANDUM OF UNDERSTANDING FOR WECAN EXPANSION IN THE CITY OF RIVERSIDE (CM#2021.7)**
Ian Achimore provided a PowerPoint presentation contained in the agenda packet on pages 79 – 91. Commissioner Dennstedt requested future updates on marketing efforts, how SAWPA and the City of Riverside communicate and work with community members, and program outreach and effectiveness. Commissioner Hayes will provide information to staff regarding drought tolerant, water saving grasses.

**MOVED**, authorize the General Manager to execute a Memorandum of Understanding (MOU) between SAWPA and Riverside Public Utilities for SAWPA to accept cost share from the utility in the amount of $100,000 to expand the turf removal component of the WECAN program into Riverside.

**Result:** Adopted by Roll Call Vote (Unanimously)

**Motion/Second:** Dennstedt/Hayes

**Ayes:** Dennstedt, Hall, Hayes, Rowe, Slawson

**Nays:** None

**Abstentions:** None

**Absent:** None

E. **SANTA ANA RIVER MITIGATION BANK EVALUATION – REQUEST FOR QUOTES (CM#2021.8)**
Agenda Item No. 6.E. was removed from the agenda.

F. **PROPOSITION 84 IRWM DROUGHT GRANT OVERVIEW (CM#2021.5)**
Ian Achimore provided a PowerPoint presentation contained in the agenda packet on pages 124 – 145. There was discussion regarding Western Municipal Water District’s recent successful litigation challenging the San Jan Capistrano case.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 6.F.

7. **INFORMATIONAL REPORTS**
The following oral/written reports/updates were received and filed.

A. **CASH TRANSACTIONS REPORT – NOVEMBER 2020**

B. **INTER-FUND BORROWING – NOVEMBER 2020 (CM#2021.3)**
C. **PERFORMANCE INDICATORS/FINANCIAL REPORTING – NOVEMBER 2020 (CM#2021.4)**

D. **PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, OCTOBER 2020**

E. **PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, OCTOBER 2020**

F. **OWOW QUARTERLY STATUS REPORT: OCTOBER 1, 2020 – DECEMBER 31, 2020**

G. **ROUNDTABLES QUARTERLY STATUS REPORT: OCTOBER 1, 2020 – DECEMBER 31, 2020**

H. **GENERAL MANAGER REPORT**

Rich Haller reviewed the General Manager report and provided a brief oral update.

I. **STATE LEGISLATIVE REPORT**

J. **CHAIR’S COMMENTS/REPORT**

There were no comments/reports from the Chair.

K. **COMMISSIONERS’ COMMENTS**

Commissioners congratulated Jasmin A. Hall on her election as SAWPA Commission Chair for a two-year term.

L. **COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS**

There were no Commissioner requests for future agenda items.

8. **CLOSED SESSION**

Chair Hall recessed the meeting to Closed Session at 10:57 a.m.

A. **PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR**

SAWPA Representative: Andrew D. Turner
Unrepresented Employee: General Manager

B. **PURSUANT TO GOVERNMENT CODE SECTION 54957 – PUBLIC EMPLOYEE APPOINTMENT**

General Manager

Chair Hall resumed Open Session at 11:37 a.m. Legal Counsel Andy Turner announced that direction was given to the labor negotiator but no action was taken on Agenda Item No. 8.A.; and, the following action was taken during Closed Session on Agenda Item No. 8.B.

MOVED, appoint Jeffrey Mosher as the SAWPA General Manager, subject to passing a background check and related pre-employment screening set forth in the personnel handbook and approval of a final contract at the next regular meeting of the SAWPA Commission.

**Result:** **Adopted by Roll Call Vote (Unanimously)**

**Motion/Second:** Rowe/Dennstedt

**Ayes:** Dennstedt, Hall, Hayes, Rowe, Slawson

**Nays:** None

**Abstentions:** None

**Absent:** None
9. **ADJOURNMENT**

   There being no further business for review, Chair Hall adjourned the meeting at 12:03 p.m.

   **Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on Tuesday, February 2, 2021.**

   __________________________________________

   Jasmin A. Hall, Chair

   Attest:

   __________________________________________

   Kelly Berry, CMC, Clerk of the Board
Finance Department

Santa Ana Watershed Project Authority

TREASURER’S REPORT

December 2020

During the month of December 2020, the Agency’s actively managed temporary idle cash earned a return of 1.793%, representing interest earnings of $13,999. Additionally, the Agency’s position in overnight funds L.A.I.F. generated $20,625 in interest, resulting in $34,623 of interest income from all sources. Please note that this data represents monthly earnings only, and does not indicate actual interest received. There were zero (0) investment position purchased, zero (0) positions sold, one (1) position matured, and zero (0) positions were called.

This Treasurer’s Report is in compliance with SAWPA’s Statement of Investment Policy. Based upon the liquidity of the Agency’s investments, this report demonstrates the ability to meet customary expenditures during the next six months.

January 19, 2021

Prepared and Submitted by:

Karen L. Williams, Deputy GM/Chief Financial Officer
### Investment Portfolio - Marked to Market - Unrealized Gains & Losses

#### December 31, 2020

SAWPA primarily maintains a "Buy and Hold" investment philosophy, with all investments held by US Bank via a third-party safekeeping contract.

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<th>Maturity Date</th>
<th>Call Date (if appl)</th>
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<th>Unrealized Gain / (Loss)</th>
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<td>$248,000.00</td>
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<td>- 2.500%</td>
</tr>
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| Total Actively Invested Funds               | $7,738,000.00 | $7,719,047.50 | $7,928,697.00 | $209,650 | 1.793% | $13,998.53 |
| Total Local Agency Investment Fund         | $44,970,276.70 | 0.540% | $20,624.72   |
| Total Invested Cash                        | $7,738,000.00 | $52,689,324.20 | 0.724% | $34,623.25 |

### Key to Security Type:
- **FHLMC**: Federal Home Loan Mortgage Corporation
- **FHLB**: Federal Home Loan Bank
- **FNMA**: Federal National Mortgage Association
- **USTN**: US Treasury Note
- **CORP**: Corporate Note
- **CD**: Certificate of Deposit
- **GDB**: Goldman Sachs Bank
- **AEC**: American Express Centurion

### Key to Dealers:
- **CUSIP**: CUSIP Number
- **Dealer**: Dealer Name
- **FCS**: FinaCorp Securities
- **MBS**: Multi-Bank Securities
- **MS**: Mutual Securities
- **RGB**: RBC Dain Rauscher
- **SA**: Securities America
- **TVI**: Time Value Investments
- **WMS**: Wedbush Morgan Securities
Interest Rate Analysis

- Securities: 2.0%
- LAIF: 1.0%
- Avg Rate of Return: 1.0%
Dec-2020

Interest
$34,623

LAIF,
$20,625,
60%

Securities,
$13,999,
40%
COMMISSION MEMORANDUM NO. 2021.10

DATE: February 2, 2021

TO: SAWPA Commission

SUBJECT: Subrecipient Grant Agreement for WECAN Expansion in the City of Riverside

PREPARED BY: Ian Achimore, Senior Watershed Manager

RECOMMENDATION

Authorize the General Manager to execute the Transformative Climate Communities (TCC) subrecipient agreement between SAWPA and the City of Riverside for SAWPA to accept TCC grant funding in the amount of $593,000 to expand the turf removal component of the WECAN program into Riverside.

DISCUSSION

The City of Riverside, in partnership with SAWPA, was successful in their February 2020 proposal for the California Strategic Growth Council (SGC) Transformative Climate Communities (TCC) grant program. The SGC is a cabinet level committee created by Senate Bill 732 in 2008 to coordinate the activities of State agencies regarding growth and sustainability, including assisting local entities in planning sustainable communities. This statewide grant program supports efforts to diminish greenhouse gas emissions while fostering public health and environmental benefits in regions of the state which are designated as overburdened by the California disadvantaged community mapping tool, CalEnviroScreen 3.0. Since the TCC grant application was deemed successful by SGC, SAWPA will receive approximately $593,000 to expand the Water Energy Community Action Network (WECAN) program to remove 100,000 square feet of turf and replace it with drought tolerant landscaping in Riverside.

WECAN has been funded a 2014 Water-Energy Nexus grant from the Department of Water Resources (DWR) and 2016 Water and Energy Efficiency Grant from the Bureau of Reclamation (Reclamation). The work associated with the DWR grant was completed in December 2018 and the Reclamation grant in October 2019.

On January 19, 2021, the Commission adopted a Memorandum of Understand (MOU) between SAWPA and the City of Riverside’s utility – Riverside Public Utilities (RPU). That MOU allows for SAWPA to collect $100,000 in cost share from RPU which will be added to the $593,000 grant to cover the WECAN Project’s total cost of $693,000.
The subrecipient agreement with the City of Riverside for consideration describes the partnership related to the 2020 TCC grant application the City submitted to SGC. As a follow on to the RPU MOU, it allows for collection of the $593,000 in grant so SAWPA can cover the full $693,000 project costs.

The subrecipient agreement with the City of Riverside includes the following:

- Includes the provisions from the City of Riverside and SGC grant agreement by reference;
- Includes the detailed scope of work and budget specific to SAWPA’s WECAN project;
- Includes reimbursement provisions that specify that SAWPA will receive reimbursement from the City of Riverside for eligible project costs.

The detailed scope of work includes 100,000 square feet of turf removal and drought tolerant landscape installation (for a total of about 100 homes). The budget funds this work at a per square foot level for approximately $6 per square foot. All work will be within the TCC program boundary, which is the Eastside Riverside neighborhood located near the 91 and 215 freeways.

The benefits of executing the subrecipient agreement with the City include:

- Furthers a partnership with the City of Riverside, a member on the One Water One Watershed Steering Committee;
- Implements May 2018 MOU between SAWPA and the City of Riverside Housing Authority focused on Disadvantaged Community involvement;
- Allows SAWPA to implement the One Water One Watershed Plan Update 2018 goals of engaging disadvantaged communities and implementing water conservation in the watershed; and
- Allows watershed to attain water-energy nexus benefits of saving 13.5 acre-feet per year and 11,176 kWh per year.

CRITICAL SUCCESS FACTORS

- SAWPA has a strong reputation as a watershed-wide, knowledgeable, neutral and trusted facilitator, leader, and administrator of contracted activities.
- Goals, scope, costs, resources, timelines, and the contract term are approved by the Commission before executing an agreement to participate in a roundtable group.
RESOURCE IMPACTS

Work in 2019 and 2020 to develop and submit SAWPA’s portion of the grant application was funded by 370-01, General Basin Planning. Going forward, the work of the expanded WECAN Program with Riverside will be entirely funded by this $593,000 subrecipient agreement per the 2020 TCC grant and a $100,000 match by Riverside Public Utilities (for a total of approximately $693,000). All SAWPA staff costs to administer the WECAN project would be funded by the SGC grant.

Attachments:
1. PowerPoint Presentation
2. Subrecipient Agreement with SAWPA and City of Riverside
Subrecipient Grant Agreement for WECAN Expansion in the City of Riverside

Mark Norton, Water Resources and Planning Manager
SAWPA Commission | February 2, 2021
Item No. 7.A.
Recommendation

Authorize the General Manager to execute the Transformative Climate Communities (TCC) subrecipient agreement between SAWPA and the City of Riverside for SAWPA to accept TCC grant funding in the amount of $593,000 to expand the turf removal component of the WECAN program into Riverside.
2020 Transformative Climate Communities (TCC) Grant Application to Strategic Growth Council

Projects Funded

- Transportation & Sustainable Communities
- Clean Energy & Energy Efficiency
- Natural Resources & Waste Diversion
2020 TCC Grant Application - Overall Project in Partnership with Riverside

Urban Greening  Solar  Water Conservation  Transit Options

Housing: 7th and Chicago Entrada Project
Project Area - Riverside (Eastside)
Previous SAWPA Commission Actions related to WECAN and Riverside

<table>
<thead>
<tr>
<th>Date</th>
<th>Commission Action</th>
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<tbody>
<tr>
<td>May 2018</td>
<td>Approves MOU with Riverside Housing Authority related to Disadvantaged Communities involvement</td>
</tr>
<tr>
<td>October 2018</td>
<td>Approves initial 2018 TCC* grant application and project MOU with City of Riverside</td>
</tr>
<tr>
<td>February 2020</td>
<td>Approves Participate Agreement for 2020 TCC grant application</td>
</tr>
<tr>
<td>January 2021</td>
<td>Approves MOU with Riverside Public Utilities to accept $100,000 cost share to implement 2020 TCC grant</td>
</tr>
<tr>
<td>February 2021</td>
<td>Consider subrecipient agreement with City of Riverside to accept $593,000 grant funds to implement 2020 TCC grant</td>
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*TCC = Transformative Climate Communities*
City of Riverside - SAWPA WECAN Component

- Will target 100 single family residential properties for 1,000 square feet of turf removal per home (total of 100,000 square feet); and
- Will save 11,176 kWh per year from reducing groundwater pumping.

<table>
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<tr>
<th>Item</th>
<th>Grant</th>
<th>Match*</th>
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<td>Project Management</td>
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<td>Turf Removal Contractor</td>
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<td>Outreach Material</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$100,000</strong></td>
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*Provided by Riverside Public Utilities

Total Cost = $693,000
SAWPA WECAN Project Schedule
Provisions of City of Riverside & SAWPA Subrecipient Agreement

- Includes the provisions from the City of Riverside and SGC grant agreement by reference;
- Includes the detailed scope of work and budget specific to SAWPA’s WECAN project; and
- Includes reimbursement provisions that specify that SAWPA will receive reimbursement from the City of Riverside for eligible project costs.
Benefits of Executing the Subrecipient Agreement

- Furthers a partnership with the City of Riverside, a member on the OWOW Steering Committee;
- Implements May 2018 MOU between SAWPA and the City of Riverside Housing Authority;
- Allows SAWPA to implement the OWOW Plan Update 2018 goals of engaging disadvantaged communities and implementing water conservation; and
- Allows watershed to attain water-energy nexus benefits of saving 13.5 acre-feet per year and 11,176 kWh per year.
Recommendation

Authorize the General Manager to execute the Transformative Climate Communities (TCC) subrecipient agreement between SAWPA and the City of Riverside for SAWPA to accept TCC grant funding in the amount of $593,000 to expand the turf removal component of the WECAN program into Riverside.
TRANSFORMATIVE CLIMATE COMMUNITIES SUBRECIPIENT AGREEMENT
FOR FY 2018/2019

[Water-Energy Community Action Network (WECAN) Project]

This Transformative Climate Communities Subrecipient Agreement ("Agreement") is executed on this _____ day of __________, 2021, by and between the CITY OF RIVERSIDE, California charter city and municipal corporation ("City"), and SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority ("SAWPA"). The City and SAWPA may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Pursuant to the Budget Act of 2019 (AB 74, Section 2), the legislature for the State of California ("State") appropriated Forty-Eight Million Seven Hundred Fifteen Thousand Three Hundred Eighty-Four Dollars ($48,715,384) to the Transformative Climate Communities Program ("TCC Program"), which empowers the communities most affected by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas ("GHG") emissions and local air pollution.

B. On February 27, 2020, the City, as Lead Applicant, and various other community stakeholder partners ("Partners"), as Co-Applicants, including SAWPA, applied to the California Strategic Growth Council ("SGC") for a grant, as part of SGC’s TCC Program, for the development and implementation of a neighborhood climate sustainability plan to reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside ("Eastside Climate Collaborative").

C. Pursuant to the guidelines for the TCC Program as released on October 31, 2019 ("TCC Guidelines"), on February 27, 2020, the City and Partners entered into a Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative ("Partnership Agreement"), wherein they agreed upon a governance structure and terms of operation required to implement the Eastside Climate Collaborative. The Partnership Agreement, as amended, is attached hereto and incorporated herein as Exhibit "A."

D. On June 25, 2020, SGC awarded Nine Million One Hundred Thousand Dollars ($9,100,000) ("Master Grant") to the City for the Eastside Climate Collaborative.

E. The City is in the process of finalizing a Transformative Climate Communities Program Implementation Grant Agreement with the SGC ("Implementation Grant Agreement"), which is required for the release of Master Grant funds. A copy of the proposed Implementation Grant Agreement is attached hereto as Exhibit “B” and is incorporated herein by this reference.

F. The authority for the Implementation Grant Agreement is the TCC Program statute, California Public Resources Code § 75240 et seq., and the TCC Guidelines. Under the Implementation Grant Agreement, the City will be responsible for administering the Master Grant,
disbursing subgrants to Partners and reporting project activities to SGC in compliance with all applicable regulations, including the TCC Guidelines.

G. After receiving the Master Grant, the City will provide a subgrant in an amount not to exceed Five Hundred Ninety-Two Thousand Four Hundred Seventeen Dollars ($592,417) ("Subgrant") to SAWPA to be used for a program known as the Water-Energy Community Action Network (WECAN) Project ("Project").

H. The City and SAWPA now wish to enter into this Agreement to facilitate the distribution of the Subgrant, to define SAWPA’s role and responsibilities with respect to the Subgrant-funded activities, and to expressly bind SAWPA to applicable provisions of the Implementation Grant Agreement, which is necessary to ensure the ability of the City to comply with its obligations to SGC.

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings as set forth in the Implementation Grant Agreement.

3. Incorporation of Documents. The Partnership Agreement, the Implementation Grant Agreement, and all the attachments to the Implementation Grant Agreement are incorporated by reference into this Agreement as though set forth in full in this Agreement ("Incorporated Documents").

4. Order of Precedence. The performance of this Agreement must be conducted in accordance with the following order of precedence, except as otherwise expressly provided in this Agreement or the Implementation Grant Agreement: first, the enabling legislation for the TCC Program; then the Implementation Grant Agreement; then this Agreement; then the TCC Program Guidelines; and then the Partnership Agreement.

5. Term. The term of this Agreement begins on the date set forth above and remains in effect for the duration of the Implementation Grant Agreement, including any amendments thereto ("Term"), unless terminated earlier as provided herein.

6. Subgrant. The City shall pay SAWPA a grant amount not to exceed Five Hundred Ninety-Two Thousand Four Hundred Seventeen Dollars ($592,417) to implement the Water-Energy Community Action Network (WECAN) Project, as set forth in Exhibit “C”, attached hereto and incorporated herein, in accordance with the Budget, attached hereto and incorporated herein as Exhibit “D”.
7. **Time of the Essence.** With regards to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

8. **Notices.** Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

<table>
<thead>
<tr>
<th>City</th>
<th>SAWPA</th>
</tr>
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<tbody>
<tr>
<td>City of Riverside</td>
<td>Santa Ana Watershed Project Authority</td>
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<tr>
<td>Community &amp; Economic Development Dept.</td>
<td>11615 Sterling Avenue</td>
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<tr>
<td>Attn: Jeff McLaughlin</td>
<td>Riverside, CA 92503-4979</td>
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<tr>
<td>3900 Street, 5th Floor</td>
<td></td>
</tr>
<tr>
<td>Riverside, CA 92522</td>
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9. **Availability of Funds.** The City’s allocation of funding to SAWPA pursuant to this Agreement is contingent upon the availability of Master Grant funds to the City. Sufficient funds for the Implementation Grant Agreement have been made available by the Budget Act of 2019 (AB 74; Section 2). As such, this Agreement is subject to any restriction, limitation, or condition enacted by the State, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event of funding reduction, SAWPA’s Budget may be reduced as a whole or as to cost category, and SAWPA’s authority to commit and spend funds may be limited, and SAWPA’s use of both its uncommitted and unspent funds may be restricted. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 13. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 14 of this Agreement.

10. **Independent Party/Not an Agent of the City or State.** In the performance of this Agreement, SAWPA and SAWPA’s employees, subcontractors, and agents shall act in an independent capacity as independent contractors, and not as officers or employees of the City or the State. SAWPA acknowledges and agrees that neither the City nor the State has any obligation to pay or withhold state or federal taxes or to provide workers’ compensation or unemployment insurance to SAWPA, or to SAWPA’s employees, subcontractors and agents. This Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. SAWPA shall be responsible for any and all taxes that apply to SAWPA as an employer.

   SAWPA shall determine the method, details, and means by which it operates the Project. SAWPA shall be responsible to the City and the State only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City’s control or the State’s control with respect to the physical action or activities of SAWPA in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by SAWPA, such persons shall be entirely and exclusively under the direction, supervision, and control of SAWPA. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by SAWPA.
11. **Indemnification.** SAWPA and the City agree to indemnify, defend (with counsel approved by the State), and hold harmless the State, each other, and the State and each other’s employees, officers, or agents, from and against any and all claims, injury, damages, liability, loss, or attorney’s fees arising out of or in connection with the subject matter or terms of performance of this Agreement or the Implementation Grant Agreement, and from any suit, proceeding, or challenge against the State, each other, or the State or each other’s employees, officers, or agents, by a third party alleging that, by virtue of the terms of this Agreement or the Implementation Grant Agreement, the State, each other, or the State or each other’s employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting each Party’s own gross negligence and intentional misconduct. The provisions of this Section are in addition to, and not in lieu of, Section 37 of the Implementation Grant Agreement. In the event the City and SAWPA are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the other to the extent of its own comparative fault.

12. **Insurance.** SAWPA shall comply with all requirements set forth in Section 26 of the Implementation Grant Agreement related to insurance. SAWPA shall ensure that all insurance policies name the City and the State, and their officers, agents, employees and servants, as additional insured parties for the commercial general liability and automobile liability, as specified in Section 26 of the Implementation Grant Agreement. SAWPA shall submit Certificates of Insurance to the City prior to the execution of this Agreement, except as otherwise agreed upon by the City in writing. SAWPA shall notify the City of any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

13. **Amendments/Modifications.** This Agreement may only be amended or modified in writing by mutual agreement between the City and SAWPA. Any requests by SAWPA for modifications or amendments (as defined in Section 9 of the Implementation Grant Agreement) of this Agreement shall be submitted in writing to the City. Any such request is subject to the requirements applicable to City as “Grantee” under the Implementation Grant Agreement. If a request requires a change to the Implementation Grant Agreement and the requested amendment or modification is allowable under the Implementation Grant Agreement, the City shall consider such request and, in its sole discretion, the City may submit the request to the State.

14. **Termination.**

14.1 **For Cause.** The City may terminate this Agreement upon ten (10) days written notice if SAWPA materially fails to comply with any terms of this Agreement, including but not limited to:

A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time, including the TCC Guidelines;
B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

C. Improper use of the Subgrant provided under this Agreement; and

D. Submission of reports that are incorrect or incomplete in any material respect.

14.2 Availability of Funding. Should funding change pursuant to Section 9 of this Agreement, the City may terminate this Agreement upon three (3) days written notice to SAWPA.

14.3 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon thirty (30) days written notice to the other Party.

14.4 Costs Following Termination. Costs of SAWPA resulting from obligations incurred by SAWPA after termination of this Agreement are not allowable unless the City expressly authorizes them.

15. Data Privacy. Pursuant to Section 28 of the Implementation Grant Agreement, SAWPA shall implement and maintain reasonable security procedures and practices with respect to any personal identifying information disclosed to SAWPA in the course of performing this Agreement. SAWPA shall notify the City within twenty-four (24) hours of SAWPA’s determination that a security breach has occurred with regard to any personal information disclosed to SAWPA in the course of performing the Agreement and shall conduct such investigation and provide such notice as required by law in the event of such breach.

16. Program Records. SAWPA shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Subgrant funds received from the City or other sources to operate the Project, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period of four (4) years after the Performance Period, as defined in the Implementation Grant Agreement, unless a longer period of records retention is stipulated.

17. Nondiscrimination. During SAWPA’s performance of this Agreement, SAWPA shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California
Government Code. Further, SAWPA agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

18. **Authorized Signatories.**

18.1 **City.** The City of Riverside’s City Manager, or his designee, is authorized to sign this Agreement and related documents on behalf of the City. The City’s day-to-day point of contact is Housing Project Manager Jeff McLaughlin (“City Representative”) unless otherwise provided by the City in writing once this Agreement is executed.

18.2 **SAWPA.** Before or concurrently with its execution of this Agreement, SAWPA shall submit documentation to the City, substantially in conformance with the forms attached hereto as Exhibit “F”, that identifies the individual who is authorized to sign this Agreement and the Project deliverables and related documents on behalf of SAWPA (“Authorized Signatory”). The documentation shall also identify any additional authorized designees (“Authorized Designees”) as well as SAWPA’s day-to-day grant manager, i.e., the person who has ultimate review and approval authority for all Project-related invoices and billing (“Grant Manager”). SAWPA shall keep such documentation current and submit changes through email to the City Representative, as needed.

19. **Compliance with Incorporated Documents.** SAWPA shall comply with all applicable provisions of the Incorporated Documents. In complying with its obligations under the Incorporated Documents, SAWPA shall comply with all applicable terms and conditions binding on the “Grantee” or, where referenced, “Partners” under the Incorporated Documents.

20. **Responsibility; Standard of Care.**

20.1 SAWPA shall manage, monitor, and accept responsibility for the performance of its own staff, agents, and subcontractors, and shall conduct Project activities and services consistently with professional standards for the industry and type of work being performed under this Agreement.

20.2 SAWPA shall notify the City if it or its subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the Project. No contract or subcontract can relieve SAWPA of its responsibilities and obligations under the terms of this Agreement. SAWPA agrees to be fully responsible to the City and the State for the acts and omissions of SAWPA, its subcontractors, and of all persons either directly or indirectly employed by them.
21. **Project Readiness.**

21.1 SAWPA shall timely achieve readiness related to the Project, in accordance with the Incorporated Documents, including, but not limited to, Section 10 of the Implementation Grant Agreement.

21.2 SAWPA shall not proceed with reimbursable Project work until the City provides SAWPA with written notice to proceed as described in Section 10 of the Implementation Grant Agreement.

22. **Reporting Requirements.**

22.1 SAWPA shall track required information and provide all documents, progress reports, invoices, and other submissions to the City in accordance with the requirements of the Incorporated Documents.

22.2 The format must be in accordance with the requirements that are set forth in Section 12 of the Implementation Grant Agreement, and any applicable exhibits thereto, or in a similar format as requested by the City.

22.3 SAWPA shall submit such documentation in a timely manner as specified in this Agreement, or upon request by the City, to allow the City to comply with its obligations to the State under Section 12 of the Implementation Grant Agreement.

23. **Costs.**

23.1 SAWPA shall ensure that invoices submitted by SAWPA to the City comply with the eligible cost requirements and are accompanied by adequate documentation, as detailed in Section 13 of the Implementation Grant Agreement. Invoices and accompanying documentation are hereinafter referred to as “Invoice Packages”.

23.2 SAWPA shall not submit Invoice Packages to the City for any ineligible costs, as described in Section 13(iii) of the Implementation Grant Agreement.

24. **Billing.**

24.1 For all Invoice Packages, SAWPA shall utilize the invoice templates provided in Attachments D-3 of the Implementation Grant Agreement, or such other similar forms approved or requested by the City. SAWPA’s Invoice Packages shall conform to all requirements as detailed in Section 14 of the Implementation Grant Agreement, except as otherwise specified by the City. Supporting documentation for SAWPA may be provided in the form of a copy of its general ledger. All supporting documentation will be retained and may be provided upon request.
24.2 SAWPA shall submit Invoice Packages within fifteen (15) calendar days before the due date of the reporting period as shown in Attachment D-4 of the Implementation Grant Agreement. If SAWPA fails to submit an Invoice Package by this date, SAWPA shall wait to submit it in the next reporting period.

24.3 The City will not process payment of an Invoice Package until funds are received from the State. If the State does not provide funds to the City, the City is under no obligation to pay the Invoice Package. Upon receipt of funds from the State, the City will process and pay outstanding invoices within thirty (30) days.

25. **Repayment of Funds.** If funds are not expended or have not been expended in accordance with this Agreement and the Incorporated Documents, or if real or personal property that is acquired with Subgrant funds is not being used or has not been used in accordance with the Agreement and the Incorporated Documents, the City or the State may take appropriate action under this Agreement, at law or in equity, including but not limited to either or both of the following:

25.1 Requiring SAWPA to forfeit any unexpended portion of the Subgrant.

25.2 Requiring SAWPA to repay any funds improperly expended or paid to SAWPA.

26. **Project-Specific Requirements.**

26.1 Among its other obligations under this Agreement, SAWPA shall comply with every provision in Exhibits C and D of the Implementation Grant Agreement that relates to the Project (each such provision, a “Project-Specific Requirement”).

26.2 Each obligation of “Grantee” under a Project-Specific Requirement is an obligation of SAWPA, except as otherwise set forth in this Agreement. As between SAWPA and the City, any reference to or any right of the State as set forth in a Project-Specific Requirement applies to the City and may be enforced by the City on its own behalf or on behalf of, or at the direction of the State. A reference in a Project-Specific Requirement to the “Grant Agreement” is deemed to refer to this Agreement for purposes of this section.

27. **Monitoring and Oversight.**

27.1 The City and the State, or their designated representatives, each has the right to visit the Project site and to complete inspections in accordance with Section 21 of the Implementation Grant Agreement.

27.2 SAWPA shall make the Grant Manager available for any meetings with the City and the State, as may be requested.
28. **Recordkeeping.**

28.1 SAWPA shall comply with the recordkeeping requirements set forth in Section 22 of the Implementation Grant Agreement.

28.2 SAWPA shall provide evidence to the City, upon request, of its recordkeeping practices and procedures, and shall provide the City with access to any record required to be maintained in accordance with Section 22 of the Implementation Grant Agreement.

29. **Public Records Act; Publicly.**

29.1 SAWPA recognizes that documents and other records produced in performance of this Agreement, as detailed in Section 23 of the Implementation Grant Agreement, may be subject to disclosure under the Public Records Act.

29.2 SAWPA shall not utilize any such materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

29.3 The City and the State have the right to use any document, record, or data described in this Section for any public purpose.

30. **Audit and Record Retention.**

30.1 SAWPA shall maintain all records for possible audit, as set forth in Section 24 of the Implementation Grant Agreement.

30.2 The City and the State, or their designated representatives, each has the right during normal business hours to review and copy any record and supporting documentation pertaining to the performance of this Agreement and to interview any employee who might reasonably have information related to such records.

30.3 SAWPA and its subcontractors shall maintain copies of Project records for at least four (4) years after the Performance Period ends. If a longer period of records retention is stipulated to by the City or the State, and SAWPA has notice of the longer retention period, it and its subcontractors shall maintain project records for the longer retention period.

30.4 The City and the State each have the right to conduct an audit each year during the term of this Agreement and up to four (4) years after the Performance Period.

30.5 The City and the State each may require recovery of payment from SAWPA, issue a Stop Work Order, or terminate this Agreement, as warranted, based on an audit finding, or avail itself of any other proper remedy available in law or equity.
31. **Compliance.**

31.1 SAWPA shall comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. SAWPA shall secure and maintain all permits or licenses required by authorities having jurisdiction over the Project area. SAWPA shall comply with applicable requirements of the California Environmental Quality Act as it relates to SAWPA’s obligations under this Agreement. SAWPA shall promptly provide evidence of compliance upon request by the City.

31.2 SAWPA certifies that it is not and will not become:

(A) In violation of any order or resolution subject to review promulgated by California Air Resources Board or an air pollution control district;

(B) Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

(C) Determined to be in violation of provisions of federal law relating to air and water pollution.

31.3 SAWPA shall ensure that its Subcontractors comply with all terms in this Section with respect to the Project.

31.4 SAWPA shall comply with Section 25 of the Implementation Grant Agreement.

32. **Additional Terms of Implementation Grant Agreement.** Without limiting any other obligations in this Agreement, SAWPA agrees to comply with the following provisions of the Implementation Grant Agreement. All obligations of “Grantee” as set forth in these provisions apply to SAWPA to the same extent as they apply to the City, except as otherwise set forth in this Agreement. As between SAWPA and the City, any references to or any rights of the State as set forth in the following provisions also apply to the City and may be enforced by the City on its own behalf of, or at the direction of the State. References in the following provisions to the “Grant Agreement” also refer to this Agreement.

32.1 Section 19 of the Implementation Grant Agreement (“Availability of Funds”),

32.2 Section 28 of the Implementation Grant Agreement (“Personally Identifiable Information”),
Section 29 of the Implementation Grant Agreement ("Ownership"), has

Section 30 of the Implementation Grant Agreement ("Non-Performance"),

Section 31 of the Implementation Grant Agreement ("Disputes"),

Section 32 of the Implementation Grant Agreement ("Stop Work Order"),

Section 35 of the Implementation Grant Agreement ("Governing Law and Venue"). As to any legal dispute that involves the State, venue is in Sacramento SAWPA, California. In the case of a dispute between SAWPA and the City, the venue is in Riverside, California, unless otherwise required by the State,

Section 38 of the Implementation Grant Agreement ("Waiver"),

Section 40 of the Implementation Grant Agreement ("Force Majeure"),

Section 41 of the Implementation Grant Agreement ("Expatriate Corporations"),

Section 42 of the Implementation Grant Agreement ("Corporation Qualified to do Business in California"),

Section 43 of the Implementation Grant Agreement ("Self-Dealing and Arm’s Length Transactions"),

Section 44 of the Implementation Grant Agreement ("Relocation"),

Section 45 of the Implementation Grant Agreement ("Americans with Disabilities Act"),

Section 46 of the Implementation Grant Agreement ("Non-discrimination Clause"),

Section 47 of the Implementation Grant Agreement ("Drug Free Workplace Certification"),

Section 48 of the Implementation Grant Agreement ("Child Support Compliance Act"),

Section 49 of the Implementation Grant Agreement ("Environmental Justice"),
32.19 Section 50 of the Implementation Grant Agreement ("Union Organizing"),

32.20 Section 51 of the Implementation Grant Agreement ("Prevailing Wages and Labor Compliance"),

32.21 Section 52 of the Implementation Grant Agreement ("Publicity"),

32.22 Section 53 of the Implementation Grant Agreement ("Recycled Contact"). SAWPA shall provide all information requested by the City in order to allow the City to comply with its certification obligations related to post-consumer material,

32.23 Section 54 of the Implementation Grant Agreement ("Severability"), and

32.24 Section 55 of the Implementation Grant Agreement ("Terms that Survive").

33. Third-Party Rights. Nothing in this Agreement gives any right or benefit to any entity other than the City and the State.

34. Entire Agreement. This Agreement with its exhibits, and the Incorporated Documents, represents the entire understanding of the City and SAWPA as to those matters contained herein and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered.

35. Counterparts. This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

36. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit “A” – Implementation Grant Agreement
Exhibit “B” – Partnership Agreement
Exhibit “C” – Project
Exhibit “D” – Budget
Exhibit “E” – Key Personnel
Exhibit “F” – Authorized Signatures on Transaction Documents

(Signatures on Following Page.)
IN WITNESS WHEREOF, Parties have caused this Agreement to be duly executed the
day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: ______________________________
   City Manager

Attest: __________________________
   City Clerk

SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority

By: ______________________________
   [Printed Name]
   [Title]

Certified as to Availability of Funds:

By: ______________________________
   Chief Financial Officer

Approved as to Form:

By: ______________________________
   Deputy City Attorney

20-1271 LMS
EXHIBIT “A”

Implementation Grant Agreement
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EXHIBIT A – SCOPE OF WORK

PART 1 – Recitals

WHEREAS, the purpose of this document is to memorialize the terms and conditions related to the California Strategic Growth Council’s award of grant funds to the [GRANTEE NAME], the Grantee;

WHEREAS, the authority for this Implementation Grant Agreement is the Transformative Climate Communities (TCC) Program statute (Public Resources Code, Sections 75240 – 75243) and the TCC Program Guidelines, as approved for release on October 31, 2019;

WHEREAS, funds have been appropriated for the Transformative Climate Communities Program to the Strategic Growth Council through the Governor’s Office of Planning and Research by the Budget Act of 2019 (AB 74; Section 2);

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on June 25, 2020;

WHEREAS, the Implementation Grant Agreement will be between the Strategic Growth Council and Grantee;

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed [INSERT AMOUNT] Dollars and [INSERT AMOUNT] Cents ($ INSERT AMOUNT), upon and subject to the terms of this Implementation Grant Agreement and consistent with the terms of the TCC Program Guidelines;

WHEREAS, AB 2722 requires that projects maximize climate, public health, environmental, workforce, and economic benefits;

WHEREAS, AB 2722 requires that projects avoid economic displacement of low-income disadvantaged community residents and businesses;

WHEREAS, AB 2722 requires that projects demonstrate community engagement in all phases;

WHEREAS, the Strategic Growth Council requires the TCC Project to implement strategies that increase the climate resiliency of vulnerable populations and proposed infrastructure in the TCC Project Area;

WHEREAS, all California Climate Investment projects must comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the California Air Resources Board; and

WHEREAS, Grantee agrees to implement the entirety of the Budget and Schedule of Deliverables attached to this Grant Agreement in Exhibit B.

Now therefore, as evidenced by the parties foregoing execution of the Grant Agreement, and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Grant Agreement are to be used as set forth below in this exhibit, and as may be set forth in the remaining exhibits incorporated into this Grant Agreement.
PART 2 – General Terms and Conditions

1. Definitions

i. “AHSC” – The Affordable Housing and Sustainable Communities Program of the California Strategic Growth Council, incorporated into the TCC Equitable Housing and Neighborhood Development Strategy

ii. “Application or Proposal” – Submittal comprised of responses and supporting documents to apply for the TCC Implementation Grant

iii. “CARB Funding Guidelines” – The 2018 Funding Guidelines for Agencies that Administer California Climate Investments adopted by the California Air Resources Board (CARB) to guide implementation of California Climate Investment programs

iv. “Grant Agreement” – Refers to this Implementation Grant Agreement and all attachments

v. “TCC Guidelines” – TCC Program Guidelines adopted on October 31, 2019


vii. “Project Area” – Area boundary for the TCC Project, as identified in Attachment D-1

viii. “TCC Partnership Agreement” – Agreement between Grantee and their Partners that outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.

ix. “TCC Program” – The Transformative Climate Communities Program

x. “TCC Project” – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement

xi. “TCC Strategies” – Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits, as described in Appendix B of the TCC Guidelines. The TCC Project must implement Projects from at least three (3) Strategies.

xii. “TCC Project Components” – Components included in the TCC Project, as described in Exhibit B and therefore subject to this Grant Agreement:

   a. “Projects” – Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the TCC Strategies and Fundable Elements listed in Appendix D of the TCC Guidelines.

      (i) Quantifiable Projects – Projects that have elements with approved GHG quantification methodologies. The TCC Project must implement at least three (3) Quantifiable Projects that account for a minimum of 50% of requested grant funds.

      (ii) Non-quantifiable Projects – Projects that do not have elements with approved GHG quantification methodologies, but are still eligible for grant funds.

   b. “Stand-alone Leverage Projects” – Projects that will be implemented with leverage funding that are integrated into the overall TCC Proposal, and were initiated in anticipation of applying for the TCC Program, or contingent upon the TCC award.
c. “Transformative Plans” – The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.

xiii. Time Periods within the Grant Term:

a. “Project Completion Period”
   (i) Begins the date that the Parties have signed the Grant Agreement and lasts up to four (4) years, unless otherwise amended.
   (ii) All TCC Project Components, with the exception of Indicator Tracking and Stand-Alone Leverage Projects, must be completed during the Project Completion Period.

b. “Performance Period”
   (i) The intent of the Performance Period is to provide a buffer time for Projects that are completed at the three (3) years mark to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking
   (ii) May apply to Quantifiable and Non-Quantifiable Projects and Transformative Plans
   (iii) Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, if applicable
   (iv) The duration of the Performance Period will vary for each applicable Quantifiable or Non-Quantifiable Project and Transformative Plan. It will be used to complete any additional required Indicator Tracking requirements.
   (v) Will extend no longer than March 31st, 2026.

xiv. Entities involved in the grant implementation process:

a. “CARB” – California Air Resources Board
b. “DOC” – Department of Conservation; provides implementation and administrative support to SGC
c. “Evaluation Technical Assistance” – The TCC grant-funded team responsible for developing Grantee’s Indicator Tracking Plans and assessing the impact and benefits of the TCC Program
d. “Grantee” – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application
e. "Lead Entity" – Entity leading the implementation of each TCC Project Component; must be Grantee or a Partner
f. “Leverage Partner” – A Partner that is not receiving funds from SGC but is implementing a Stand-alone Leverage Project and is required to meet leverage funding requirements of the TCC program.
g. Supporting Entity – Entity included in the application that supports the Lead Entity in completion of the project or transformative plan as a subcontractor.
h. “OPR” – Office of Planning and Research
EXHIBIT A - SCOPE OF WORK  Part 2 – General Terms and Conditions

i. “Parties” – SGC and Grantee, collectively
j. “Partners” – Entities supporting the implementation of the TCC Project; identified as Lead Entity or Supporting Entity
k. “SGC” – The California Strategic Growth Council
l. “State” – Any state agency with an oversight role over the funding or TCC Project
m. “Subcontractors” – Third-parties hired by either Grantee or a Partner
n. “TCC Grant Manager” – Day-to-day point of contact during the grant term

2. Incorporation

The TCC and AHSC Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement. As described in the TCC Guidelines, Equitable Housing and Neighborhood Development Projects must conform to requirements of the AHSC Guidelines.

The performance of this grant must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines, and AHSC Guidelines.

3. Grant Term

The grant term will commence on the date that all Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. The Project Completion Period ends five (5) years after execution of the grant agreement. The Performance Period starts immediately after to allow the Grantee to collect and report data on projects that are completed toward the end of the Project Completion Period and to develop the final report. The entire grant term, including the Project Completion Period and Performance Period, ends March 31st, 2026, unless otherwise terminated or amended.

Grantee must demonstrate that the community benefits described in the Community Engagement and Displacement Avoidance Plans will continue for four (4) years after grant execution. Grantees will be subject to the Project Completion and Project Performance Period requirements as defined under this Grant Agreement.

Grantee’s obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

4. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of SGC. SGC staff will notify Grantee of the day-to-day point of contact (“TCC Grant Manager”) once the grant is executed.

At the time of grant execution, Grantee will submit a letter that identifies the individual who is authorized to sign this Grant Agreement and TCC Project deliverables and related documents on behalf of Grantee. The letter must also identify any additional Authorized Designees as well as Grantee’s day-to-day Grant Manager. Use the template provided in Exhibit D (Attachment D-6).

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized
Signatory or Authorized Designee are funded through this Grant Agreement; Grantee must designate a different individual to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the TCC Grant Manager at the subsequent bimonthly reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the Performance Period.

5. **Partners and Subcontractors**

SGC’s contractual relationship is with Grantee, and not any of their Partners, or Subcontractors.

i. Grantee’s contractual relationship with its Partners is defined by the TCC Partnership Agreement (Attachment D-7) and other documents as determined by Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee’s obligation to pay its Partners and Subcontractors is an independent obligation from SGC’s obligation to pay Grantee.

ii. Grantee must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.

iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC Partnership Agreement and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. If Grantee requests to modify or amend the TCC Partnership Agreement:

a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.

b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement (Exhibit A, Part 2, Section 9), if applicable.

iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

Nothing contained in this Grant Agreement or otherwise will create any contractual relation between SGC and any Partners or Subcontractors, and no subcontract will relieve Grantee of its responsibilities and obligations under the terms of this Grant Agreement. Grantee agrees to be fully responsible to SGC for the acts and omissions of its Partners, Subcontractors, and of persons either directly or indirectly employed by them.
6. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Grant Agreement.

7. Document Submission

All documents must be submitted through the provided online submission platform. Upon submission, the Grantee must notify their designated TCC Grant Manager through email.

8. Timeliness

Time is of the essence in this Grant Agreement.

9. Amendments and Modifications

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the TCC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant Agreement. Modification and amendment requests will be considered at the sole discretion of SGC.

i. Modifications are minor changes to the Grant Agreement. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification will take effect. Modifications to Exhibit B: Budget and Schedule of Deliverables may be made no more often than bimonthly. Examples of actions that require a modification include but are not limited to changes in the:

a. Grantee's Authorized Signatories and Subcontractors

b. Budget and Schedule of Deliverables
   
   (i) Task descriptions (i.e. details regarding methods used to achieve deliverables)

   (ii) Reallocating less than 10 percent of funds between tasks within the original executed budget

   (iii) Adjusting deliverable due dates within the grant term

ii. Amendments are material changes to the Grant Agreement. Amendment requests must be submitted in writing to SGC at least sixty (60) calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than three (3) months prior to the end of the Project Completion Period. Examples of actions that require an amendment include but are not limited to changes in the:

a. Partners or terms in the TCC Partnership Agreement

b. Budget and Schedule of Deliverables

   (i) Elimination or alteration in deliverables

   (ii) Reallocating more than 10 percent of funds between tasks within the original executed budget

   (iii) Changes to a Project Completion Deadline. Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond March 31st, 2026.
iii. Process for Modification and Amendment Requests:

a. Modification and amendment requests will be made in writing using the templates provided by SGC. No oral understanding or agreement not incorporated in the Grant Agreement as a fully executed amendment is binding on any of the Parties. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCC Program staff may bring proposed Grant Agreement amendments to the Strategic Growth Council for approval.

b. SGC will respond to the modification or amendment request within ten (10) working days. SGC’s response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC will consider requests for expedited review.

c. Effective Date of Modification or Amendment:

(i) If SGC approves the modification request in writing, the modification may take effect immediately.

(ii) If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.

(iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 31).

d. SGC has the sole discretion to determine what changes to the Grant Agreement constitute “Modifications” or “Amendments.” All requests, including reallocation of grant funds between Projects and/or Transformative Plan, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

10. Conditions for Beginning Work

i. Readiness Requirements

a. Grantee may begin work on all Transformative Plans (Community Engagement, Workforce Development, and Displacement Avoidance) upon grant execution. Grantee Costs may also be spent upon grant execution.

b. Conditions for Beginning Work apply to all Quantifiable and Non-Quantifiable Projects. Grantee must ensure the Lead Entity of each Project demonstrates readiness prior to expending any direct project costs.

c. Pre-development and associated Indirect costs can be spent prior to achieving readiness.

d. Lead Entities must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix D of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.
e. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Lead Entity may only expend direct project costs for each Project under this Grant Agreement once Grantee receives written notice from SGC.

f. SGC will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

ii. Failure to meet Readiness Requirements

   a. Projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.

   b. Funds from any projects deemed infeasible and ineligible for reimbursement cannot be allocated to new projects. Reallocation of funds, if any, to other projects included in the original Application will be subject to the Modification and Amendment procedures outlined above.

iii. Special Readiness Requirements

   a. For Projects with multiple project sites that will be secured during the Project Completion Period, including Projects with residential participation such as tree planting or solar installations, the following readiness requirements will apply:

      (i) Lead Entity does not need to demonstrate site control and compliance on all project sites prior to expending any direct project costs. Lead Entity must still achieve all other readiness requirements in accordance with Appendix B of the TCC Guidelines prior to expending any direct project costs.

      (ii) Lead Entity must have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.

      (iii) Lead Entity must demonstrate site control and compliance with all applicable laws in order for SGC to reimburse Grantee for the work on a project site.

   b. For Car Sharing and Mobility Enhancement projects, Grantee must ensure the Lead Entity identifies all project sites and develops a plan to establish site control and satisfy all readiness requirements. These projects are subject to the readiness and compliance requirements for ‘projects with multiple project sites’. Lead Entity must submit a site plan that includes contingency plans for each site that has not yet obtained site control.

iv. CEQA Clarification

Below is additional clarification regarding acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC implementation grant.

If applicable, the Strategic Growth Council (SGC) may update the Readiness Memo or Exhibit B of the grant agreement to reflect the clarifications in this memo.

   a. Required Documentation for projects that are categorically or statutorily exempt
(i) A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; OR

(ii) Documentation that the project is CEQA compliant, including but not limited to:

1. A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors) confirming a project’s exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body’s consideration and approval of the project’s CEQA compliance may be submitted.

2. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).

b. Required documentation for all other projects

(i) A file-stamped Notice of Determination

c. Statutes of Limitation

SGC will notify Grantees that they may begin work on a project once all readiness requirements have been met, including CEQA completion. However, projects are still subject to statutes of limitation for legal challenges, which vary depending on the type of CEQA filing and whether a CEQA filing occurs (Public Resources Code, § 21167):

(i) Filing a Notice of Determination: 30 days

(ii) Filing a Notice of Exemption: 35 days

(iii) No filing: 180 days

Grantees must notify SGC when the statutes of limitations have lapsed for each project, and if any legal challenges arise. If a legal challenge is brought against a project, SGC has the authority to issue a Stop Work Order, per Section 32 of the grant agreement.

11. Technical Assistance

The State will develop a format to provide Technical Assistance to Grantee during the Project Completion Period.

12. Reporting Requirements

i. General Reporting Requirements:

   a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided.

   b. The first reporting period will begin on the start date of the Grant Agreement.

   c. All reports must be submitted to the TCC Grant Manager on the due date specified in the Reporting Schedule (Attachment D-4). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.

   d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.
e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

f. Grantee’s failure to meet the reporting requirements on time may result in a delay in reimbursement.

ii. Bimonthly Progress Reports:

a. Grantee must complete Bimonthly Progress Reports using the template attached to the Grant Agreement (Attachment D-3).

b. Grantee must complete Bimonthly Progress Reports for the duration of the Project Completion Period.

c. Bimonthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement as well as the tasks outlined in the annual Detailed Budget for each Project and Transformative Plan.

d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.

iii. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period:

a. Annual Progress Report: Grantee must complete Annual Progress Reports using the template that will be provided by SGC.

b. Leverage Funding Report: Grantee must submit the annual Leverage Funding Report form.

c. Detailed Budget: Grantee must provide the annual Detailed Budget aligned with the Budget and Schedule of Deliverables in the Grant Agreement, and submit as a deliverable on an annual basis.

d. Equipment Inventory Record: Grantee must maintain an inventory of all equipment acquired with grant funds. See Exhibit A, Part 2, Section 29, Ownership, for further instruction regarding the equipment inventory.

e. Indicator Tracking Report: Grantee must report annually on the tracked indicators described in Exhibit C, Part 1, Section E.

iv. Project Completion Reports:

a. Completion Report: Grantee must submit a report at the completion of each individual Project using the template provided by SGC.

b. Supporting Documentation: Grantee must submit any supporting documentation required to demonstrate that Projects are fully completed.

c. Equipment Inventory Record: Grantee must submit an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using the template provided by SGC.

v. Final Reports:
a. Final Report: Grantee must submit a final report at the end of the Performance Period using the template that will be provided by SGC.

b. Leverage Funding Report: Grantee must submit a summary of the leverage funding spent at the end of the Performance Period using the template provided by SGC.

c. Annual until end of the performance period and Project Completion CARB and SGC Indicator Tracking Reports:

   a. Grantee must revise and update GHG reductions estimates for the following scenarios:

      (i) Quantifiable Projects for which there was insufficient information to estimate GHG emission reductions at the time of application must estimate the GHG emission reductions using applicable CARB quantification methodologies upon meeting the readiness requirements.

      (ii) Quantifiable Projects that change between the application and implementation stages in a way that would impact the estimated GHG emission reduction, must report an updated estimate.

      (iii) Quantifiable project types with a two-step approach to GHG emission reduction quantification, generally consumer-based incentive programs, must estimate GHG emission reductions again after implementation.

b. Grantee must track the following information for each Project for the duration of the grant term:

   (i) Inputs to support calculations of GHG reductions (Quantifiable Projects only)

   (ii) Co-benefit indicators

   (iii) Project outcome information

   (iv) Employment benefits and outcomes

c. Grantee must track and report on all indicators incorporated into the Indicator Tracking Plan finalized with SGC and the Evaluation Technical Assistance (see Exhibit C, Part 1, Section E) until end of the Performance Period.


   i. Grantee will be paid on a reimbursement basis:

      a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC Partnership Agreement. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in Exhibit A, Part 2, Section 24.

      b. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC.
c. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Exhibit B for details. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.

d. During the Project Performance Period, Grantee may only request reimbursement for Indicator Tracking costs as well as Grantee Direct and Indirect costs for completing the Final Report.

e. Grantee shall ensure real property purchased with grant funds shall be acquired from a willing seller for a purchase price that does not exceed the real property's fair market value, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice. Grantee shall ensure an independent third party approved in writing by SGC reviews the appraisal for consistency with the Department of General Services Real Estate Division Appraisal Guidelines before the real property is purchased. The appraisal and independent review shall become part of the project file maintained by Grantee.

ii. Eligible costs

Grantee should refer to the TCC Guidelines including Appendix B for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

a. Indirect costs are costs of doing business that are of a general nature and not directly tied to the grant, but necessary for the general operation of the organization. These costs may account for no more than ten percent (10%) of the awarded TCC funds. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice. Indirect costs may include, but are not limited to:

(i) Personnel costs associated with administrative, supervisory, legal, and executive staff.

(ii) Personnel costs associated with support units, including clerical support, housekeeping, etc.

(iii) Operating expenses and equipment costs not included as part of direct Project costs.

b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement including, but not limited to: personnel costs, operating expenses, subcontracts, travel expenses, etc. Certain equipment, vehicle, and land lease or purchase for infrastructure development costs (as defined in the TCC Guidelines), may also be eligible as direct costs. In addition, Insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:

(i) Pre-development costs may account for up to ten percent (10%) of related capital improvement costs for each Project and should not exceed five percent (5%) of total awarded TCC Funds. These activities and costs should occur within the first year of the grant term to meet readiness. Construction
management tied to project implementation is a direct project cost and will not be subject to the cap on "pre-development" costs.

(ii) Pre-development costs include, but are not limited to, soft costs such as those incidentally but directly related to construction or project plans, specifications and estimates including but not limited to, planning, engineering, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements.

c. Travel costs directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.

(i) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Incidental costs and travel costs outside the State of California will not be reimbursed.

(ii) Grantee shall maintain and submit for reimbursement for staff working on the project detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.

(iii) The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation “Labor Surcharge and Equipment Rental Rate” guide.

(iv) Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.

(v) Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

d. Project-specific allowable costs are costs that are only allowed under certain Strategies. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions. These costs may still be subject to additional restrictions per Appendix B of the TCC Guidelines and will not be reimbursed if incurred for other Projects.

(i) Active Transportation projects may purchase walking and bicycling equipment for training and educational purposes only, and items may not be given away or used as incentives or prizes. Unit costs for one item cannot exceed $50, unless noted below or pre-approved by SGC. Cost limits are excluding tax, and donated equipment is not subject to cost limitations. Equipment may include:

(a) Bicycles (limited to $250 per bicycle)

(b) Bicycle helmets (limited to $20 per helmet)
(c) Bicycle repair stands (limited to $200 per stand)
(d) Bicycle locks and cables
(e) Bicycle tires/tubes
(f) Bicycle patch kits
(g) Bicycle tire pumps
(h) Bicycle lubricants
(i) Bicycle repair tools
(j) Bicycle lights
(k) Water bottles and/or bottle cages
(l) Chalk and chalk marking sticks
(m) Safety vests
(n) Safety cones
(o) Barriers/fences for safe cycle or pedestrian traffic flow

(ii) Solar Installation projects on single-family residences may be invoiced on an agreed dollar per watt basis, reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.

(iii) Solar Installation projects on multi-family residences must be invoiced based on itemized invoices of actual costs incurred as defined in Section 14. Bimonthly Invoicing.

(iv) Energy Efficiency and Water Efficiency projects may be invoiced on an agreed dollar per household measure basis, reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.

e. Community Engagement costs must be directly related to the implementation of the Projects included in the TCC Project, per Section II.E of the TCC Guidelines. Community Engagement costs may account for no more than eight percent (8%) of the total grant award. Community Engagement costs may include, but are not limited to:

(i) Preparation of outreach materials including printings and mailings
(ii) Staff time dedicated for community outreach and education
(iii) Translation for meetings or written materials
(iv) Educational events and training programs that develop public awareness of the TCC Projects

f. Displacement Avoidance costs must be used to support displacement avoidance activities for low-income households and local and small businesses, per Section II.E of the TCC Guidelines. Grantee may allocate up to three percent (3%) of the total Community Engagement budget to support displacement avoidance activities.
performed by technical assistance providers and nonprofits. Displacement Avoidance costs may include, but are not limited to:

(i) Direct costs for implementing additional or new policies and programs

(ii) Salaries, wages, and stipends of nonprofit or consultant staff dedicated to the displacement avoidance plan

(iii) Preparation of outreach and education materials

(iv) Translation for meetings or written materials

(v) Rental costs for facilities required to perform training (Grantee is encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible.)

(vi) Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges

g. Workforce Development costs must be for eligible job training programs per Section II.E of the TCC Guidelines. Workforce Development costs may account for no more than five percent (5%) of the total grant award. Workforce Development costs may include, but are not limited to:

(i) Instructor salaries, wages, and stipends. Administrative costs for training providers will only be reimbursed based on the actual work completed, which may be measured in hours worked by the training provider or hours of training provided.

(ii) Trainee compensation will be reimbursed according to the following: for wage-based training programs that provide benefits, the TCC grant will reimburse up to 50% of the trainee wages and six (6) months of benefits costs; for stipends-based training programs, the TCC grant will reimburse no more than 1040 hours of training and up to 50% of the trainee stipends and benefits costs for the 1040 hours of training. Stipends for trainees will be reimbursed based on hours of training attended; SGC will reimburse the full value of stipends for students who complete 85% or more of the committed training hours (the number of hours required to complete a workforce training program, as agreed to in the TCC agreement). Grantees must demonstrate how the training program ensures that completion rates are as high as possible through means such as: conducting training during times that accommodate the target trainee population, providing make-up training opportunities, and addressing barriers to participation specific to TCC Project Area residents. If a trainee is placed in a job prior to completing 85% of training hours, stipends will only be reimbursed in full for that trainee if two conditions are fulfilled:

(a) Grantees must submit justification demonstrating how the training completed is directly related to the skills needed for the acquired job and other jobs in the regional labor market; and

(b) Grantees must submit justification demonstrating that the job placement is in a high-quality career pathway. As outlined in the TCC Guidelines, high-quality job factors include, but are not limited to: local living wages, benefits provided, opportunities for advancement, geographic accessibility and
commute distance, job strain, working conditions, and job retention or
duration of employment.

(iii) Cost of tools, materials, or equipment necessary to perform training. Training
materials provided to trainees will only be reimbursed for trainees who complete
85% or more of the committed training hours.

(iv) Rental costs for facilities required to perform training

(v) Public transit subsidies for low-income, disabled, or other participants with
accessibility or transportation challenges

(vi) Credential expenses will be reimbursed for trainees who fully complete the
credential requirements. Credential expenses may include, but are not limited to
the education, testing, and registration costs of attaining credentials such as
certificates, degrees, licenses, and certifications.

h. Indicator Tracking costs are for tracking and reporting required indicators (see
Exhibit C, Part 1, Section E). Indicator tracking costs must account for a minimum of
five percent (5%) of total requested funding. Of the five percent (5%), the Grantee
may use up to two percent (2%) to provide indicator tracking support to contracted
evaluators, and the rest of the amount must be allocated to contracted evaluators
that are pre-approved by the SGC through a competitive process to conduct required
indicator data collection and tracking activities. Grantee may choose to use other
resources to cover data collection and tracking costs.

iii. Ineligible costs

a. Indirect costs in excess of ten percent (10%) of the awarded TCC funds.

b. Climate resiliency and adaptation must be integrated into the Projects,
Transformative Elements, and Vision. Climate adaptation and resiliency planning
activities must be paid for with leverage funding only. Implementation measures and
design features integrated into the TCC Project are fundable as direct project costs.

c. Community Engagement

(i) Childcare related costs

(ii) Food and refreshments

(iii) Participant incentives, such as door prizes

(iv) Stipends provided without documentation of work completed

(v) General Meetings that do not specifically discuss or advance implementation of
the TCC Project

d. Displacement Avoidance

(i) Costs for implementing existing policies, plans, ordinances, or programs (e.g.,
local government staff salaries, supplies, meetings, etc.)

(ii) Childcare related costs

(iii) Food and refreshments

(iv) Participant incentives, such as door prizes
e. Workforce Development and Economic Opportunities

(i) Programs that do not include clear career pathways for residents of the Project Area or committed partnerships for high-quality job placement

(ii) Programs that provide workforce readiness skills (i.e. “soft skills” training) but are not directly linked to employment credentials or pathways

(iii) Work-appropriate clothing or attire (other than essential equipment and safety wear)

(iv) Childcare related costs

(v) Food and refreshments

(vi) Participant incentives, such as door prizes

(vii) Stipends provided without documentation of work or training completed

f. Additional ineligible costs

(i) Exceeding cost caps for Indirect or Pre-development costs

(ii) Lobbying

(iii) Advocacy work, such as for the passage of bills or local propositions

(iv) Commission fees

(v) Ongoing operational costs beyond the grant term

(i) Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

(vii) Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies;

(viii) Ceremonial expenses (including food and beverages)

(ix) Expenses for publicity not related to the TCC Project implementation

(x) Bonus payments of any kind

(xi) Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise

(xii) Services, materials, or equipment obtained under any other State program

(xiii) Real estate brokerage fees and/or expenses

(xiv) Stewardship of legal defense funds

(xv) Reimbursement for any interest accumulated in order to finance the project

iv. All costs must be reasonable, as defined below:
a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

(i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.

(ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.

(iii) Market prices for comparable goods or services for the geographic area.

(iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

(v) Whether the cost significantly deviates from the acquiring entity’s established practices and policies regarding the incurrence of costs.

b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC’s determination.

v. Retention

a. SGC will withhold payment of the final five percent (5%) of the total requested budget for each Project until SGC determines that the requirements of that Project have been fulfilled per the Grant Agreement. This retention policy will not apply to Grantee Costs, Indicator Tracking Plan, and Transformative Plan invoices.

14. Bimonthly Invoicing

During the Project Completion Period, the Grantee will submit online one (1) invoice package to SGC on the Report Due Date listed in the Reporting Schedule (Attachment D-4).

During the Performance Period, the Grantee will submit online one (1) invoice package to SGC on the Report Due Date listed in the Reporting Schedule (Attachment D-4).

i. Invoice Package - An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the “invoice package.”

a. Invoice – Grantee must use the invoice templates provided in Attachment D-3.

(i) Expenses should be broken out at the task level.

(ii) Expenses under each task should be broken out by cost type.

(iii) Indicator Tracking costs, travel, and equipment should be clearly identified.

b. Supporting documentation – Grantee must submit supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase
was made. Original supporting documentation is not required and should be retained by Grantee.

(i) Supporting documentation should be clearly labeled by task.

(ii) Supporting documentation does not need to be provided for Indirect costs. However, Grantee must maintain records of Indirect costs to be made available upon request from the State. Grantee shall ensure adequate books and accounts documenting Indirect costs are maintained in accordance with generally accepted accounting principles, consistently applied. Grantee shall invoice in accordance with the Indirect cost rate(s) approved for the TCC Project and each project and plan under the grant, based on supporting documentation agreed upon in writing by SGC and the Grantee.

(iii) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual’s time was devoted, the hourly rate, and the amount of time spent.

c. Evidence of deliverables completed – Grantee must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in Exhibit B or interim deliverables that demonstrate the work completed.

d. Report(s) – Grantee must submit the appropriate reporting materials described in Exhibit A, Part 2, Section 12.

ii. Grantee must submit the invoice package to the online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager identified by SGC. The Strategic Growth Council and Governor’s Office of Planning and Research must be copied as well: AccountsPayable@OPR.CA.GOV.

iii. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to SGC, Grantee certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant Agreement, and that the invoice total reflects actual costs incurred.

a. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.

b. If SGC determines that an invoice package is complete and sufficient, SGC will notify Grantee and approve the invoice. SGC will issue one check to Grantee. Grantee is responsible for dispersing payment to Partners, as outlined in the TCC Partnership Agreement, and any Subcontractors.

iv. Invoice packages that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.

a. SGC may authorize payment of a partial invoice package and require Grantee to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.
b. Grantee must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within ten (10) working days after receiving the notification from SGC while addressing the concerns identified by SGC.

v. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.

vi. The final invoice for each Project should include a request for reimbursement of the retention withheld throughout the Project Completion Period, as discussed in Exhibit A, Part 2, Section 13, of this Grant Agreement.

15. Leverage Funding

i. Grantee shall ensure it and its Leverage Partners report on the leverage funding expended in the Annual Leverage Funding Report form. Grantee must retain supporting documentation of leverage funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leverage funding in accordance with generally accepted accounting principles, consistently applied.

ii. Leverage funding must support the implementation of the Strategies selected to achieve the TCC Program Objectives, as determined by SGC.

iii. Leverage funding must be spent within the Project Area and for the purposes of the TCC Project.

iv. Grantee must only report eligible leverage funding expenditures. Expenditure of leverage funding will only count if it occurs after the grant was awarded by SGC on June 25, 2020 and before the end of the grant term. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent bimonthly reporting due date to allow SGC and DOC to determine the eligibility of the new leverage sources.

a. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.

b. Changes in leverage funding sources that impact the fifty percent (50%) eligibility requirement in the TCC Guidelines and Application may require a remedy to be determined between Grantee and SGC.

16. Stand-alone Leverage Projects

i. Stand-alone Leverage Projects must be completed by the end of the Performance Period and within the Project Area.

ii. Grantee shall ensure it and its Leverage Partners shall report on the progress of Leverage Projects on an annual basis.

iii. Stand-alone Leverage Projects may not be removed from the TCC Proposal scope of work after the grant has been awarded by SGC. SGC may consider the failure of a stand-alone leverage project to adhere to the terms of the Partnership Agreement to constitute a Grantee’s non-performance under the Grant Agreement.
17. Work Outside the Project Area

SGC disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Grantee waives any claims against SGC related to such work.

18. Repayment of Funds

If grant funds are not expended, or have not been expended in accordance with this Grant Agreement; or that real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant Agreement; SGC has sole discretion to take appropriate action under this Grant Agreement, at law or in equity, including but not limited to:

i. Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;

ii. Requiring Grantee to repay any funds improperly expended.

19. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by the Budget Act of 2019 (AB 74; Section 2). However, this Grant Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

20. Revenue

All revenue generated as a part of any Project or Transformative Plan must be used to further the TCC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.

21. Monitoring and Oversight

Grantee agrees that the State or designated representative has the right to visit the project sites pertaining to any TCC Project described in this Grant Agreement. Project sites may include any public or participating private properties.

i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee’s Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.

ii. The State retains the right to conduct site visits with the following minimum frequency:

   a. Two (2) times during the first two (2) years of the grant term

   b. One (1) time a year during the remaining years of the grant term

iii. At the State’s discretion, site visits may occur more frequently.

iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed Projects, as determined by SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the
inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

22. Recordkeeping

Grantee must establish an official file for the TCC Project funded by the Grant Agreement. The file must contain adequate documentation of all actions taken with respect to the TCC Project, including copies of the Grant Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Partners and Subcontractors), required reports, and readiness and compliance documentation. The State reserves the right to audit all Grantee, Partner, and Subcontractor records for this project, as stated below.

i. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the TCC Project in accordance with generally accepted accounting principles, including leverage funding that may be required.

ii. Grantee must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).

iii. Partners and Subcontractors paid with moneys under the terms of this Grant Agreement must maintain all records as specified. Grantee maintains responsibility for ensuring that Partners and Subcontractors comply with the requirements above.

23. Records; Applicability of the California Public Records Act (Gov. Code § 6250 et seq.)

Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov’t Code § 6250 et seq.). Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 52, Publicity. Grantee must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

24. Audit and Record Retention

Grantee must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff of any Partners and Subcontractors related to the performance of this Grant Agreement.

i. Grantee, Partners, and Subcontractors must maintain copies of project records four (4) years after the Performance Period, unless a longer period of records retention is stipulated.
ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after the Performance Period. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

iii. The State may require recovery of payment from Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

25. Compliance

Grantee must fully comply with all applicable federal, state and local laws, ordinances, regulations, plans, and design standards. Grantee must secure any new permits or licenses required by authorities having jurisdiction over the Project Area, and maintain all presently required permits. Grantee must ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement. Grantee must promptly provide evidence of such compliance if requested by the State.

Additionally, Grantee certifies that it currently is not and will not become:

i. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;

ii. Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or

iii. Determined to be in violation of provisions of federal law relating to air or water pollution.

Grantee must ensure that Partners and Subcontractors comply with all terms in this section with respect to the TCC Project.

26. Insurance

i. A Grantee or Lead Entity that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:

iii. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee, Partners, Subcontractors or employees engaged in carrying out any tasks specified in this Grant Agreement:

   a. Worker’s Compensation Insurance in an amount of not less than the statutory requirement of the State of California.

   b. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

   c. Motor vehicle liability with limits in an amount not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

   d. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and
automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

e. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

f. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below.

27. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

28. Personally Identifiable Information

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

29. Ownership

i. Deliverables:

a. Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State’s behalf.

ii. Equipment:

a. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title. During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. On completion or early termination of the Grant Agreement, the State will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area; in making that determination, the State will consider the useful life of the equipment, and Grantee may be required to refund the State for the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.

b. Grantee will assume all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. SGC may, at its
discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee’s invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the State. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

c. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement. The inventory record should include, but is not limited to:

(i) Grant Number
(ii) Description of Equipment
(iii) Manufacturer Name
(iv) Model (if applicable)
(v) Model Year (for vehicles only)
(vi) Serial Number, License Number or Vehicle Identification Number
(vii) Date Purchased
(viii) Purchase Order Number
(ix) Original Cost

Non-expendable equipment so inventoried are equipment items that have a normal life expectancy of one (1) year or more with an approximate unit price of $5,000 or more. In addition, items of equipment that are prone to theft, loss, and misuse and may contain sensitive data (e.g. computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than $5,000 must be inventoried.

d. Grantee must use all equipment acquired only to provide service in the Project Area as it relates to this Grant Agreement.

e. The Equipment Inventory Record must be updated annually and upon request. See Exhibit A, Part 2, Section 12, Reporting Requirements, for more information.

iii. Vehicles:

a. Grantee, Partner, or Subcontractor, as applicable, must be the sole owner of all vehicles acquired as part of TCC Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing.

b. Vehicles acquired must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.
iv. Infrastructure:

a. Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the TCC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on TCC Project property, as applicable.

b. For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the TCC Project, the Grantee, Lead Entity, or another public agency or subcontractor as approved in writing by the TCC Grant Manager, must be the sole owner of the title or leasehold. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Solar Installation and Energy Efficiency Strategy may be made on private real property. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by SGC.

c. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the TCC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The TCC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

v. Debt Security:

a. Grantee will not use or allow the use of any portion of real property purchased solely with TCC grant funds as security for any debt. This debt financing prohibition is not applicable to the Affordable Housing Development Capital Projects under the Equitable Housing and Neighborhood Development Strategy.

30. Non-Performance

SGC has sole discretion to determine if Grantee is performing in accordance with the Grant Agreement. Non-performance may be determined for an individual Project, Transformative Plan, or the entire TCC Project. Non-performance issues can include, but are not limited to: misuse of funding for ineligible expenses, inability to meet performance requirements or scheduled milestones, failure to complete or failure to make a good faith effort to complete the TCC Project as a whole or any TCC Project Components, including ensuring Stand-alone Leverage Projects adhere to the TCC Partnership Agreement, and/or failure to comply with the terms of this Grant Agreement.

i. SGC will notify Grantee in writing if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.
ii. Grantee must respond to a determination of non-performance within thirty (30) calendar days by either a) acting on corrective actions, or b) disputing SGC’s findings in writing.

iii. SGC, without waiver of other rights or remedies, may require Grantee to re-perform any actions not in accordance with this Grant Agreement. SGC may withhold any payments due to Grantee until the individual project or TCC Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Grantee, Partner, or Subcontractor.

iv. If Grantee fails to correct any non-performance to SGC’s satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to SGC of all amounts disbursed by SGC under this Grant Agreement for the individual Project, Transformative Plan of the entire TCC Project as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC for breach of this Grant Agreement.

v. Upon termination by SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

31. Disputes

SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Grant Agreement, TCC or AHSC Guidelines, CARB Funding Guidelines, and/or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee.

i. SGC will notify Grantee in writing if any materials are determined to be insufficient or incomplete within fifteen (15) working days of receiving the materials.

a. Grantee must respond in writing within fifteen (15) working days with either a) materials requested by the SGC, or b) a written statement disputing SGC’s findings.

ii. Grantee has fifteen (15) working days to submit a written dispute statement to the TCC Grant Manager. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.

a. Grantee and relevant parties must attempt to negotiate a resolution to the dispute.

b. SGC will present a dispute resolution within fifteen (15) working days of receiving Grantee’s dispute statement.

ii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.

a. Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.

b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee’s appeal statement.
iii. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.

iv. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

32. Stop Work Order

SGC has the right to issue a Stop Work Order for an individual Project, Transformative Plan, or the entire TCC Project and suspend payments to Grantee. SGC reserves the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that put components of the TCC Project at risk of not being completed.

i. Immediately upon receiving a Stop Work Order written notice, Grantee must cease all work under the individual project or TCC Project. The Stop Work Order will be in effect until resolution is reached or until the project is terminated.
   a. SGC may require remedial steps from Grantee.
   b. The individual project or TCC Project may be terminated by means of an amendment.

ii. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Grantee. Work may resume only upon written SGC notification that the Stop Work Order has ended.

If Grantee issues a Stop Work Order to a Partner, or if Grantee and/or Partners issue a Stop Work Order to any Subcontractors, they must notify SGC within ten (10) working days of issuing the order.

33. Health Impacts

If SGC has a reasonable concern about the public health impact of a Project Component, SGC may require Grantee to further study and mitigate the impact as directed by SGC. Section 13 of this Agreement, Payment Provisions, notwithstanding, Grantee may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.

34. Termination for Convenience

Both SGC and Grantee have the right to terminate this Grant Agreement prior to the end of the grant term upon thirty (30) calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or Grantee to rectify any deficiency(ies) prior to the termination date.

i. Conditions of early termination:
   a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
   b. Upon receipt of notice from SGC of Termination for Convenience, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur
any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.

d. If SGC elects to terminate the Grant Agreement under this section, but all aspects of Affordable Housing Development Capital Projects and Housing Related Infrastructure are otherwise found to be in compliance, SGC shall independently fulfill its obligations as to the Affordable Housing Development Capital Projects and Housing Related Infrastructure.

ii. The rights and remedies of the SGC and Grantee provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

35. Governing Law and Venue

This Grant Agreement will be governed by the laws of the State of California without regard to conflicts of law principles. Venue will be in Sacramento County, California.

36. Grantee Independence/Not an Agent of the State

Grantee, and its employees, agents, Subcontractors, and Partners, in their performance of this Grant Agreement, must act in an independent capacity and not as officers or employees or agents of the State.

37. Indemnification

Grantee agrees to indemnify, defend (with counsel reasonably approved by the State) and hold harmless the State, its employees, officers or agents from and against any and all third-party claims, injury, damages, liability, loss or attorneys' fees arising out of or in connection with the subject matter, terms or performance of this Grant Agreement, and from any suit, proceeding or challenge against the State and its employees, officers or agents by a third party alleging that by virtue of the terms of this Grant Agreement, the State and its employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting gross negligence and intentional misconduct.

38. Waiver

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Grant Agreement. Grantee waives all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence and intentional misconduct of the State, its officers, agents, and employees. None of the provisions of this Grant Agreement will be deemed waived unless expressly waived in writing. No waiver or any breach of the Grant Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SGC to enforce at any time the provisions of this Grant Agreement or to require at any time performance by Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor affect the validity of this Grant Agreement or the right of SGC to enforce these provisions.
39. No Third-Party Beneficiaries

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

40. Force Majeure

Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

41. Expatriate Corporations

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

42. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

43. Self-Dealing and Arm’s Length Transactions

All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm’s-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

44. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

45. Americans with Disabilities Act

Grantee certifies that itself, its Partners, and Subcontractors comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 12101 et seq.).

46. Non-discrimination Clause

During the performance of this Grant Agreement, Grantee, Partners, and Subcontractors will not unlawfully discriminate, harass, or allow harassment against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religious
creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Grantee, Partners, and Subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, Partners, and Subcontractors must comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 et seq.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee must ensure that itself, Partners, and Subcontractors give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other grant agreement.

Grantee must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform services under this Grant Agreement.

47. Drug-Free Workplace Certification

Grantee certifies that it will provide a drug-free workplace to employees of Grantee, Partners, and Subcontractors by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

ii. Establish a drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The organization’s policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and,
   d. Penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the Grant Agreement must:

   a. Receive a copy of the company’s drug-free workplace policy statement; and,
   b. Agree to abide by the terms of the company’s statement as a condition of employment on the Grant Agreement.

48. Child Support Compliance Act

Grantee recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
49. Environmental Justice

In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code section 65040.12, subdivision (e).

50. Union Organizing

By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

i. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.

ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

51. Prevailing Wages and Labor Compliance

Grantee certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of $1,000 for public works projects. A “public work” is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

i. Grantee must ensure the following on “public work” activities under this Grant Agreement:

a. Prevailing wages are paid;

b. The project budget and invoices for labor reflects these prevailing wage requirements, or if exempt, provide the applicable exemption to SGC with the project budget; and

c. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

ii. Grantee must ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee must ensure that all agreements with its Partners and Subcontractors to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.

iii. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.
a. Grantee can identify the rates for prevailing wage on the DIR website at http://www.dir.ca.gov. Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.

b. If Grantee is unsure whether the TCC Project or individual projects receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.

c. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Grantee consult DIR and/or a qualified labor attorney before accepting this grant award.

52. Publicity

Grantee is required to acknowledge SGC and CCI in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. SGC staff will provide SGC logo files and guidance on their usage directly to Grantee.

Grantee agrees to adhere to the TCC Communications Kit provided by SGC (Attachment D-7). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, please contact your TCC Grant Manager.

i. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about SGC, TCC, and CCI:

The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California’s most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies and projects to enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. www.sgc.ca.gov.

The TCC Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. www.caclimateinvestments.ca.gov.

Conflicting provisions of this Grant Agreement notwithstanding, branding funded through the TCC Project may be licensed upon SGC approval to a manufacturer solely to manufacture material for TCC Program or TCC Project publicity purposes. Grantee may generate revenue from this branded merchandise, so long as the revenue use complies with Section 20 of this Grant Agreement. Grantee is encouraged to use community-developed branding—meaning branding material for the TCC Project separate from the
SGC, TCC, and CCI names and/or logos—that furthers the intent of the TCC Program and TCC Project throughout and continuing after the Grant Term.

ii. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include either of the following language:

   Long version:
   
   “[Project Name] is supported by California Strategic Growth Council’s Transformative Climate Communities program with funds from California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.”

   Short version:
   
   “[Project Name] is supported by California Strategic Growth Council’s Transformative Climate Communities program with funds from California Climate Investments—Cap-and-Trade Dollars at Work.”

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging CCI and SGC support is not practical, Grantee should instead include the official logos of both SGC and CCI, preceded by the words “Funded by.”

iii. Media Inquiries: Grantee must provide to SGC the name, phone number, and email address of Grantee’s point of contact for all press inquiries and communications needs related to the project. Grantees must also distribute a press release after grant decisions are made at SGC’s Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the SGC Communications Office prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

iv. Signs: Grantee shall place, or cause to be placed, signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size containing the following message:

   [PROJECT NAME]
   
   THIS PROJECT HAS BEEN MADE POSSIBLE
   BY FINANCING FROM
   
   CALIFORNIA CLIMATE INVESTMENTS (FUNDED THROUGH THE GREENHOUSE GAS REDUCTION FUND)
   TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
   THROUGH THE CALIFORNIA STRATEGIC GROWTH COUNCIL
   
   The sign shall be maintained in a prominent location visible and legible to the public. If the job sign includes the acknowledgment and/or logo of one or more other public lenders,
the SGC acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the SGC and Program logos can be obtained by contacting the TCC Grant Manager or from the SGC website.

Project types such as vehicles, equipment, and consumer-based incentives are also encouraged to identify the funding source by using a decal, sticker, or other signage that includes the California Climate Investments logo.

For projects with permanent infrastructure (e.g., housing, parks, transit stations, mobility hubs, EV charging stations, community gardens, bike lanes, pedestrian improvements), signage should be on durable materials for the life of the project. For projects with multiple sites or dispersed throughout the project area, such as Car Sharing and Mobility or Decarbonized Energy and Energy Efficiency projects, signage must be posted on 10% of sites for the duration of the grant term. Signage should be of "lawn sign" quality for these disbursed sites.

Upon installation of the sign(s), Grantee shall retain digital photographs thereof to verify compliance with these signage requirements in the event of an audit.

v. Communications Materials and Photos: Grantee is required to prepare one or more 2- to 4-page documents that provide a summary of the grant components and tell the story of the TCC proposal development process and/or implementation. All such materials must be approved by SGC Communications Office prior to distribution. These materials will be displayed on SGC website.

Grantee shall share between 8-24 high-resolution, color photos with SGC during the grant term. These photos should include pictures of both people and the project. SGC reserves the right use these photos across any and all of its communications platforms.

vi. Social media: Grantee is encouraged to use social media to share the process of creating a TCC proposal and to inform the public of all stages of implementation. @CalSGC and @CAClimatInvest should be tagged on all posts related to the TCC grant. Use of the hashtags #TransformativeClimateCommunities and #CommunityLedTransformation is also encouraged.

53. Right to Publish

i. Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement.

ii. Grantee shall ensure that publications, presentations and other public releases resulting from work performed under this Agreement are provided to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law.
Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

iii. At the State’s sole discretion, the State may require Grantee to use one of the following disclaimers in any publication, presentation or other public release:

a. “This project was funded by the California Strategic Growth Council with funds from California Climate Investments. The contents may not necessarily reflect the official views or policies of the State of California.”

b. “This project was funded by the California Strategic Growth Council with funds from California Climate Investments. The contents do not represent the official views or policies of the State of California.”

iv. Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with the California Taxpayer Access to Publicly Funded Research Act (Government Code section 13989 et seq.), including but not limited to:

a. Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts based on work performed under this Agreement fully comply with Government Code section 13989 et seq.

b. For a peer-reviewed manuscript accepted for publication, Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:

(i) CSU ScholarWorks at the Systemwide Digital Library (http://www.calstate.edu/library/), or

(ii) UC California Digital Library (https://www.cdlib.org/), or (c) PubMed Central (https://www.ncbi.nlm.nih.gov/pmc/).

c. Grantee shall instruct the Principal Investigator to report to the State the final disposition of the peer-reviewed manuscript, including but not limited to:

(i) whether it was published,

(ii) where it was published,

(iii) when it was published,

(iv) when the 12 month period after publication expires; and

(v) where the manuscript will be available for open access.

d. The State shall retain information regarding all issued research grants that resulted in published works.

54. Copyrights

i. All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, Exhibit B, under this Agreement are the property of Grantee. Grantee shall grant the State a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State’s government purposes.
ii. Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Grantee to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

iii. SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables but which were not identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State’s government purposes.

55. Recycled Contents Products

Grantee must ensure each Lead Entity certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).

56. Severability

If a court of competent jurisdiction holds any provision of this Grant Agreement to be unlawful, unenforceable, or invalid in whole or in part for any reason, such provisions will be severed without affecting any other provision of this Grant Agreement. The validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

57. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 4, 20, 21, 22, 23, 24, 26, 28, 29, 34(i)(d), 35, 36, 37, 38, 39, 40, 52, 53, 54, 56, and 57.
EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed [INSERT AMOUNT] ($INSERT AMOUNT).

Total Leverage Funds

The total leverage funds for this grant will equal no less than [INSERT AMOUNT] ($INSERT AMOUNT).

Summary Budget

<table>
<thead>
<tr>
<th>TCC Project Component</th>
<th>Lead Entity</th>
<th>Grant Funds</th>
<th>Leverage Funds</th>
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<tr>
<td>Community Engagement Plan</td>
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<td>Workforce Development and Economic Opportunities Plan</td>
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<td>Displacement Avoidance Plan</td>
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<tr>
<td>Indicator Tracking Plan</td>
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<td>Stand-alone Leverage #1</td>
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## Budget and Schedule of Deliverables for Grantee

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<thead>
<tr>
<th>Description</th>
<th>Deliverable(s)</th>
<th>Timeline</th>
<th>Grant Funds</th>
<th>Leverage Funds</th>
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<td>Grantee Costs Total</td>
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Budget and Schedule of Deliverables for Funded Projects

[INSERT ONE FOR EACH PROJECT]

<table>
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<tr>
<th>Project Name and #:</th>
<th>Strategy:</th>
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<tr>
<td>Lead Entity:</td>
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<td>Project Description:</td>
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**Project Operation and Maintenance Plan:**

[Expected duration of the O&M plan, future funding source, future responsible entity, any MOUs or agreements in place]

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<th>Task</th>
<th>Deliverable(s)</th>
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<th>Leverage Funds</th>
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Project Total
### Community Engagement Plan

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**Community Engagement Plan Total**

### Workforce Development and Economic Opportunities Plan

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**Workforce Development and Economic Opportunities Plan Total**
### Displacement Avoidance Plan

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**Displacement Avoidance Plan Total**

### Indicator Tracking Plan

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**Indicator Tracking Plan Total**
## Budget and Schedule of Deliverables for Stand-alone Leverage Projects

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<tr>
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<th>Lead Entity</th>
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EXHIBIT C – SPECIAL TERMS AND CONDITIONS

PART 1 – Transformative Requirements

A. Community Engagement

Grantee is required by AB 2722 to ensure meaningful community engagement of the TCC Project Area residents and key stakeholders in all phases of implementation;

Grantee will conduct and oversee community engagement for the entirety of the TCC Project;

Grantee will report to SGC on community engagement related activities; and

Grantee will develop a process to collect and address complaints or concerns related to TCC Project implementation.

B. Displacement Avoidance

Grantee is required by AB 2722 to implement strategies to reduce economic displacement risk within the TCC Project Area;

Grantee will pursue strategies during grant implementation that will prevent against the displacement of existing households in the TCC Project Area;

Grantee will pursue strategies during grant implementation that will prevent against the displacement of existing small businesses in the TCC Project Area;

Grantee will report to SGC on key milestones related to the adoption and implementation of the displacement avoidance policies annually; and

Grantee certifies that no relocation will take place beyond that which was included in submitted relocation plan.

C. Workforce Development and Economic Opportunities

Grantee will establish goals for workforce training, employment, and local business expansion for the TCC Project Area;

Grantee will ensure workforce development components are designed to address local residents' and stakeholders' needs;

Grantee will conduct or oversee workforce development and economic opportunities activities for the entirety of the TCC Project; and

Grantee will report to SGC on workforce development and economic opportunities related activities.

D. Climate Adaptation and Resiliency

Grantee will implement strategies to increase climate resiliency at the Project-level within the TCC Project Area;

Grantee will implement climate adaptation measures at the Project-level to address risks on vulnerable populations; and
Grantee will implement climate adaptation measures at the Project-level to increase resiliency and functionality of proposed infrastructure projects.

E. Indicator Tracking and Reporting Requirements

Grantee is required by AB 2722 to track and monitor greenhouse gas (GHG) reductions, co-benefits, and outcome indicators;

Grantee may be required to re-estimate GHG emission reductions for each funded quantifiable Project using California Air Resources Board’s (CARB) Greenhouse Gas Quantification Methodology for the Strategic Growth Council Transformative Climate Communities Program for Fiscal Year 2019-2020;

Grantee will indicate how each Project, Transformative Plan, and Stand-alone Leverage Project satisfies criteria for being located within and benefitting disadvantaged and low-income communities and/or low-income households using the criteria specified, per the project type, in the Benefit Criteria Tables available at www.arb.ca.gov/cci-resources;

Grantee will track and report indicators on an annual basis, at the point when the projects become operational, and at project closeout. Outcome reporting will be required until the end of the Performance Period. Reporting templates and Co-Benefit indicators are posted on the CARB CCI Quantification, Benefits, and Reporting Materials webpage and CCI Co-benefit Assessment Methodology webpage, respectively; and

Grantee must share information on project outcomes per CARB requirements including job benefits. Grantee and Partners must report information on employment outcomes from awarded projects that provide jobs or job training. The requested data includes information on the quantity and quality of jobs, including wages and credentials provided through training programs. This information may be readily available for projects where funding recipients are already tracking employment data using standardized methods (e.g., certified payroll systems).

Grantee must track each indicator specified in the Indicator Tracking Tables (Attachment D-5) at minimum and other indicators identified by the Evaluation Technical Assistance, organized by Project and Transformative Plan type. The following terms apply to Grantee’s tracking and reporting process.

Purpose: The information reported by Grantee will be used by the Evaluation Technical Assistance (“Evaluator”) to help Grantee complete reporting forms as required by the California Air Resources Board. The Evaluator may use the information to help assess TCC site progress and results, with highlights that could be shared broadly with TCC stakeholders and interested parties.

Data source: Grantee must track the indicators listed in Attachment D-5 using their direct access to the data needed to measure these indicators. In the tables, specific types of project documentation are suggested for tracking each indicator.

Frequency: Grantee must continuously track (as relevant) the indicators and report on them annually to the Evaluator and the SGC. Prior to project completion, Grantee will report on progress, such as “X number of housing units are in the X stage of development.” Upon project completion, Grantee will report a final number.
Collaboration: Grantee must help the Evaluator track additional indicators to complete their evaluations. These additional indicators will be determined during project implementation. For example, the Evaluator will design surveys with feedback from Grantee; then Grantee--through TCC Project activities--should distribute surveys to community members, and the Evaluator will analyze the survey results. The Evaluator will work with Grantee to stay within the budgeted time and resources for tracking indicators agreed upon signing this Grant Agreement throughout the grant term and Performance Period.

Reporting protocols: The Evaluator will provide Grantee with guidance on reporting protocols and will also provide reporting templates for Grantee’s use.

Designated liaison: Grantee and any Lead Entity must designate a point-of-contact who can liaise with the Evaluator to fulfill the tracking and reporting requirements. The Evaluator may also request to speak with staff from Partner entities, as applicable, to inform the program evaluation. Grantee must assist in facilitating avenues for direct communication between the Partners and the Evaluator if requested (i.e., providing contact information when necessary).

Site-specific and additional details: The Evaluator may provide Grantee with a list of additional site-specific indicators to track if the projects or plans in these sites require indicators that deviate from or expand upon those detailed in Attachment D-5. The Evaluator will also provide a list of required inputs to any necessary estimator tools that will be used for the evaluation. If an indicator or input to a given tool is not relevant to Grantee’s particular project, Grantee should report “N/A” for the indicator or input.
Part 2 – Project-Specific Terms and Conditions

Grantee certifies that it will ensure that the Lead Entity of each Project adheres to the following requirements.

A. Active Transportation

   **Design Specifications**

   If the TCC Project is not on state-owned right-of-way, the project must be constructed in accordance with the Local Assistance Procedures Manual, Chapter 11.2 Design Guidance for Local Assistance Projects, New and Reconstruction Projects design standards for local agency streets and roads, incorporated here by this reference.

   **Training and Educational Projects**

   i. Procured equipment, including bicycles and helmets, may be purchased for training and educational purposes as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion Period.

      a. Equipment items must be within the cost limits per Exhibit A, Section 13. Payment Provisions.

      b. Equipment items must be kept and used beyond the life of the project as part of a sustainable active transportation program, per Exhibit A, Section 29. Ownership.

   ii. Pedestrian and bicycle related educational safety materials purchased must be used for educational purposes and compensation for program participation, but not as incentives purchased for raffles, promotions, giveaways, or other similarly intended uses.

B. Transit and Rail Access

   **Transit Capital Projects**

   i. New or expanded transit facilities must support enhanced or expanded transit service or increase transit mode share as described in the Budget and Schedule of Deliverables throughout the Grant Term.

   ii. Lead Entity shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness.

   iii. Lead Entity shall submit documentation of any intergovernmental reviews, such as, but not limited to, Caltrans Local Development Intergovernmental Review of the project’s environmental, land use, and zoning findings.

   iv. Service Plan

      a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.

      b. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating
service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

c. Lead Entity must provide SGC with a service coordination plan at least ninety (90) calendar days before initiating service. The service coordination plan should document efforts to coordinate and share with other public transit operators any rail rights-of-way, common maintenance services, and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

**Zero-Emission Vehicle Projects**

i. Procured vehicles must support the system performance of the improved service lines as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.

ii. **Service Plan**

a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.

b. Lead Entity must provide SGC with the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within sixty (60) calendar days of Grant Agreement execution. The Lead Entity must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.

c. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

C. Car Sharing and Mobility Enhancement

**Vehicle and Equipment Specifications**

Lead Entity must purchase or lease eligible light-duty passenger vehicles or medium-duty passenger or shuttle vans that are zero emission or near-zero emission vehicles, which include plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), and fuel cell electric vehicles (FCEV). Changes to the fleet after grant execution may be made subject to prior written approval by SGC. Additional vehicle requirements:

i. May be purchased or leased (2-year minimum lease period).

ii. May be new or used.

iii. Must be a four (4) passenger vehicle or more.
iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP or vouchers from HVIP.

v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.

vi. Must be registered in California.

vii. No modifications to the vehicle’s emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).

viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.

ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

Lead Entity may purchase and install electric vehicle supply equipment (EVSE) to provide electricity for BEVs and PHEVs, as applicable. EVSE equipment may be:

i. Installed in commercial or residential locations.

ii. May include ports for bicycle charging if the project design includes electric bicycles.

iii. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.

iv. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent (80%) capacity within thirty (30) minutes.

Lead Entity may purchase Class 1 or Class 2 electric bicycles and supporting equipment for the bicycle sharing complement to the car sharing system. Electric bicycles and equipment should comply with the following:

i. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one (1) per bicycle, as applicable.

ii. Purchase bicycle locking stations, no more than one (1) per bicycle, as applicable.

iii. May purchase bicycle helmets for use of electric bicycle.

Lead Entity must establish secure and safe home base parking for project vehicles and optional electric bicycles within the Project Area.

Program Requirements

Lead Entity must develop policy and process to evaluate potential vehicle drivers, bicycle riders, vanpool riders, and subsidy recipients, as applicable and as follows:

i. Enroll all vehicle drivers, bicyclists, carpool/vanpool riders (non-driver participants), and subsidy recipients and ensure that they:
   a. Complete an Initial Participant Survey upon enrollment.
   b. Complete trip surveys and participate in research as requested by Lead Entity.
   c. Pay project fees to use the car sharing system, as determined by Lead Entity.

ii. Ensure enrolled vehicle drivers also meet the requirements below:
a. Possess a current driver’s license.
b. Meet minimum requirements to drive a project vehicle as required by Lead Entity and the insurance provider, to be developed in conjunction with SGC.

iii. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).

iv. Participants become ineligible upon any of the following events:
   a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.
   b. Vehicle driver’s license lapses or is revoked.
   c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Lead Entity.
   d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Lead Entity or SGC.
   e. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Lead Entity.
   f. Non-compliance with project requirements, at the discretion of Lead Entity or SGC.

Lead Entity must develop, administer, and maintain a user-friendly vehicle reservation system as applicable; at a minimum, provide telephone-based, person-to-person reservation fulfillment.

Lead Entity must develop policies and procedures documents and flow charts that describe Lead Entity’s administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting, as applicable.

Lead Entity must establish and maintain records of participants, vehicles, EVSE, optional electric bicycles and chargers, fuel, maintenance, and other records, as applicable and as follows:

i. Identify participant data that is confidential and develop measures to keep this data confidential.

ii. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.

iii. Develop and enforce security measures to safeguard Project database(s).

iv. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

D. Solar Installation and Energy Efficiency

_Single-Family Residences_

i. Single-family homes occupied by property owners are eligible for energy efficiency and Solar Photovoltaic (PV) installations. Single-family homes occupied by tenants are eligible for only energy efficiency installations.

ii. Lead Entity must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of
two (2) years from the date of installation because of the increased value of the unit
due solely to the installations provided (allowable factors for rent increase can include
an actual increase in property taxes, actual cost of amortizing other improvements to
the property accomplished after the date of work completed by the Partner and/or
subcontractor, or actual increases in expenses of maintaining and operating this
property). Additionally, the property owner must acknowledge and agree that the
property is not for sale at the time of qualifying for the installations and will not be
offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60)
calendar days following the completion of the installations.

iii. Household income eligibility must be established at either 80 percent of the Area
Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever
results in a higher allowable maximum income.

iv. The following types of buildings will not be eligible for installations:
   a. Buildings requiring significant environmental review, any mitigation, including
      mitigation of fire hazards or electrification and/or environmental decontamination
      triggering a deferral as defined in the Deferral Policy section;
   b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24
      standards (Part 6, of the California Code of Regulations) are not eligible for energy
      efficiency installations, but are eligible for Solar PV installations;
   c. Buildings that are structurally unsound or condemned;
   d. Buildings under a legal cloud or importuned by illegal activity;
   e. Buildings that have been modified under the Low-Income Weatherization Program
      (LIWP), the Low-Income Home Energy Assistance Program (LIHEAP) or
      Department of Energy (DOE) federal programs within the past four (4) years, do
      not qualify for energy efficiency measures, with the exception of assessment for
      and installation of Solar Water Heating, and may receive Solar PV, if qualified.
   v. Buildings that have received only LIWP-funded Solar PV may qualify for energy
      efficiency measures.
   vi. Each building must be assessed for suitability before proposed energy efficiency
      and/or Solar PV installations occur.
   vii. Property owners are responsible for certifying participation in any additional energy
      efficiency upgrade programs that have resulted in modifications to the identified
      buildings within the project.
   viii. All work performed must be in compliance with current and applicable provisions of the
      California Energy Commission Building Energy Efficiency Standards, Alterations under
      Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating
      System (HERS) Program regulations. Standards within the current Uniform Building
      Code and local city and county codes should be adhered to.
   ix. Work provided to all covered pre-1978 buildings must be in compliance with current
      Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations),
      Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the
      Housing and Urban Development rules in 24 CFR 35, as applicable to energy
      efficiency installations.
Multi-Family Residences

i. Multi-family properties must demonstrate at least 66 percent of households residing at the property meet the household income eligibility requirements to be eligible for Solar PV or energy efficiency installations. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements.

ii. Lead Entity must ensure that the property owner or manager certify that the rents for the qualified low-income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Lead Entity must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66 percent of households residing at the property meet the income eligibility requirements. Lead Entity must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building as a result of upgrades, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.

iii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.

iv. The following types of buildings will not be eligible:
   a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
   b. Buildings with significant energy efficiency upgrades installed within the previous five (5) years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;
   c. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;
   d. Buildings that are structurally unsound or condemned;
   e. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;
   f. Buildings under a legal cloud or importuned by illegal activity;
   g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.
   h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:
      (i) Solar Water Heating
      (ii) Solar PV
iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.

v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.

vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.

vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

Assessment, Certification, and Compliance Requirements for Single- and Multi-Family Residences

i. Energy efficiency measures must be replacements of inefficient measures and eligible per these Guidelines.

ii. Lead Entity must keep records of project assessments, certifications, and compliance. Lead Entity may refer to the Department of Community Services and Development’s (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:

a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;

b. Property owner consent to receive energy efficiency and/or Solar PV installations;

c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;

d. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;

e. Documentation that a building assessment has been completed (pre-and-post project completion).

f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;

g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;

h. Documentation of compliance with the Department of Public Health’s Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;

i. Documentation of trainings taken by certified renovators (per RRP), as applicable;
j. Documentation that property owner has signed the California Solar Consumer Protection Guide (https://www.cpuc.ca.gov/solarguide/) prior to installation, as applicable to interconnection of residential solar customers in the investor-owned utility service areas of Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E).

Operations and Maintenance for both Single- and Multi-Family Residences

i. The Lead Entity is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the CSD LIWP Measure Standards. SGC will provide the Grantee with a reference document.

ii. The Lead Entity must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards.

   a. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Lead Entity should retain records of all complaints, and how they were resolved, in the event of an audit.

Deferral Policy for both Single- and Multi-Family Residences

i. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:

   a. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.

   b. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).

   c. Evidence of significant infestation of rodents, insects, and/or other vermin is present.

   d. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.

   e. Building is condemned, is under remodeling or rehabilitation, or has structural issues.

   f. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)

   g. Building is pre-1978 construction and paint is seriously degraded and/or damaged, creating a hazardous condition with paint chips or dust.
h. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.

i. Occupant has a known health condition/s that would be made worse by installation activities.

j. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.

k. Property owner refusal of combustion appliance safety (CAS) testing

l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.

m. Property owner is uncooperative, abusive, or threatening to installation personnel.

n. Illegal activities are taking place in the property.

ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

E. Water Efficiency

Grantee shall ensure that urban or agricultural water suppliers comply with all applicable state laws, including the Water Code section 10608 and any applicable laws and regulations. Documentation of compliance should be available for review by the State according to the audit provisions of this Agreement.

Water-Energy Projects

i. All installed water efficiency measures must be replacements of inefficient appliances, eligible per these Guidelines, and certified EnergyStar or equivalent as applicable.

ii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.

Turf Replacement Projects

i. Converted landscapes may only include low water use, drought-tolerant, or California native plants. The Water Use Classification of Landscape Species list (https://ucanr.edu/sites/WUCOLS/) or local plant lists may be used to make this selection.
   a. The foregoing notwithstanding, converted landscape may also include food-producing trees (excluding palms), shrubs, vines, and perennial plants.
   b. At least one tree, existing or new, must be incorporated into the converted landscape.
   c. Live or synthetic turfgrass is not allowed in the converted landscape
   d. Plants listed on the California Invasive Plant Council inventory at time of landscape conversion may not be installed.
ii. Irrigation systems must be water efficient and may be either drip irrigation, micro-spray irrigation, or hand watering.

iii. Exposed soil surfaces must be covered with mulch. Mulch includes organic material, rock, or decomposed granite. Decomposed granite must be limited to 25% or less of the surface area.

iv. Hardscape and permeability requirements:
   a. Impervious decks or patios are not allowed as part of the converted landscape.
   b. Structures such as outbuildings or sheds are not allowed as part of the footage of the converted landscape.
   c. Paving stones, pavers, and brick patios are permitted, but must be filled with loose sand. No concrete or impermeable grouting may be used to affix the pavers in place.

F. Urban Greening and Green Infrastructure

   Urban Greening

For projects that include urban greening components such as planting of trees and vegetation, enhancement or expansion of community parks:

i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

ii. Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees (“CAL FIRE”), available at http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf. Trees requiring replacement per CAL FIRE must be made at the Lead Entity’s cost.

iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at http://cal-ipc.org/plants/inventory, and include native, low-water, drought-resistant, and climate appropriate vegetation.

iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources’ Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEO09-10-09.pdf

v. Lead Entity must conduct due diligence to adhere to best management practices for:
   a. Researching any proposed site’s history and potential range of contaminants (e.g. lead or other heavy metals) and/or other hazards present;
   b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;
   c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and
d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.

vi. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.

vii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.

viii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.

ix. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.

x. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.

xi. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity’s cost in such a way that is consistent with this agreement.

xii. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.

xiii. Lead Entity must prepare and submit to SGC a long-term maintenance plan for all trees and plants for a minimum of five (5) years after project completion and strategies for pursuing long-term maintenance after the 5-year post-project completion period.

Green Infrastructure

For projects that include green infrastructure such as construction of permeable surfaces, or stormwater features such as bioswales or rain gardens:

i. Project elements must demonstrate a stormwater capture and/or water conservation function. Projects may not require additional use of water and will use water efficient systems, if applicable.

ii. The minimum useful life of any constructed green infrastructure shall be 20 years.

iii. Long-term operation and maintenance plans will adhere to the template provided by the California Water Boards, as applicable. The template is available at https://www.waterboards.ca.gov/water_issues/programs/stormwater/storms/template_agreement_files.html#om_plan_templates.

G. Health and Well-Being

Food Access

Grantee shall ensure that for Projects with food access elements such as community gardens, school gardens, or agricultural and healthy food education opportunities:

i. Lead Entity must conduct project site due diligence to adhere to best management practices for:
a. Researching any proposed site’s history and potential range of contaminants (e.g. lead or other heavy metals) and/or other hazards present;

b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;

c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and

d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.

e. For additional resources, refer to the University of California, Agriculture and Natural Resources Urban Agriculture website: https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil_Contaminants_and_Soil_Testing/

ii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic pesticides, pest management, and fertilizers (e.g. compost, manure) may be used.

iii. Lead Entity must develop a clear site management protocol that includes, but is not limited to:

a. A statement of purpose and description of the site

b. A map of garden plots and green space

c. Management structure and decision-making processes

d. Process for determining the use of the site such as, but not limited to:

(i) Identifying and selecting participants for garden plots and equitably distributing plots when demand is greater than supply.

(ii) Length of participation for garden participants

(iii) Reservation of community space for classes or gatherings

e. Code of conduct and general rules

f. Procedures if participants are not in compliance with code of conduct and/or general rules

iv. Management protocol must be made accessible to the public in multiple formats (e.g. online, electronic copies, paper copies, etc.) and languages, as requested by the community.

v. Project must include an on-site sign that includes hours of operation and contact information, in addition to other signage requirements consistent with Section 52. Publicity.

vi. Project must ensure food purchased, provided, or made available is healthy. This includes increasing access to fresh, healthy, locally sourced fruit and vegetables, as well as other healthy products.
vii. Project must develop nutrition standards in their programming, which includes but is not limited to the following activities:

a. Assessing the environment in relation to nutrition standards and/or client impact.

b. Implementing nutrition standards in programming (in the form of new or strengthened policy and/or system changes) for food and beverages served, sold, or distributed in a variety of settings including meals, snacks, vending, distribution, nutrition assistance, or other sales. The guidelines should support balanced eating patterns and healthy body weight, address California SNAP-Ed Goals, and be consistent with the Dietary Guidelines for Americans.¹

Parks, Open Space, and Recreation Access

For Projects with park, open space, or recreation access components such as green space or picnic areas; and for Projects with tree or vegetation planting components:

i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.


iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at [http://cal-ipc.org/plants/inventory](http://cal-ipc.org/plants/inventory), and include native, low-water, drought-resistant, and climate appropriate vegetation.

iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources’ Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at [https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEL09-10-09.pdf](https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEL09-10-09.pdf)

v. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.

vi. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.

vii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.

viii. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.

¹ For additional resources related to nutrition education and obesity prevention, refer to the California Department of Public Health website: [https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/HelpfulLinks.aspx](https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/HelpfulLinks.aspx)
ix. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.

x. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity’s cost in such a way that is consistent with this agreement.

xi. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.

xii. Lead Entity must prepare and submit to SGC a long-term maintenance plan for all trees and plants for a minimum of five (5) years after project completion.
EXHIBIT D – Attachments

[remainder of page left blank]
Attachment D-1: TCC Project Area Map
Attachment D-2: Transformative Plan Summary

Grantee will implement each Transformative Plan in accordance with the Exhibit B: Budget and Schedule of Deliverables and the original intents described in each Plan summary included in this attachment. The inclusion of Transformative Plan summaries in this attachment should not be construed to create any additional obligations, conditions, warranties, policy rules, or duties for either party.

The summaries for each Transformative Plan are based on the narrative materials submitted by Grantees and Partners as part of the Round 3 TCC application process.

[SUMMARIES WILL BE INSERTED PRIOR TO EXECUTION]
Attachment D-3: Invoicing and Reporting Templates

[remainder of page left blank]
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
IMPLEMENTATION GRANT - BIMONTHLY INVOICE SUMMARY

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>Grant Number:</th>
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<tr>
<th>TCC Project Name:</th>
<th>Round #:</th>
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<tr>
<th>Period #</th>
<th>Reporting Period Dates</th>
<th>[START DATE]</th>
<th>[END DATE]</th>
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</table>

Authorized Signatory: (Name) (Position)

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

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<tr>
<th>Signature:</th>
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<tr>
<th>TCC Project Component</th>
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<tr>
<td>Grantee Costs</td>
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<tr>
<td>Indicator Tracking Costs</td>
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<td>Project #1</td>
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<td>Community Engagement</td>
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<td>Workforce Development</td>
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<td>Displacement Avoidance</td>
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**TOTAL to be reimbursed this Period**
Complete this form for **Grantee Direct Costs**, **Indicator Tracking Costs**, each **Funded Project**, **Community Engagement Plan**, and **Workforce Development and Economic Opportunities Plan**.

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<td>TCC Project Name:</td>
<td>Round #:</td>
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<td>Period #:</td>
<td>Reporting Period Dates:</td>
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<tr>
<td>[Insert Grantee Costs, Indicator Tracking, TCC Project # and Name, or Transformative Plan Name]</td>
<td>Lead Entity: [Insert name]</td>
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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
BIMONTHLY PROGRESS REPORT

Grantee: | Grant Number:  
---|---
TCC Project Name: | Round #:  
Period #: | Reporting Period: [Start Date] to [End Date]
Authorized Signatory: [Name] | [Position]

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Signature: | Date:

1. Summarize the administrative work (Grantee Direct and Indirect Costs) completed by the Grantee during the reporting period:

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<th>Grant Funds Spent</th>
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<td>• Make sure to clearly align with the language used in Exhibit B (to ensure easy review)</td>
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<td><strong>Bold any deliverables or evidence of work submitted</strong></td>
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<tr>
<td>[INSERT Task # and Name]</td>
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| Total Direct Costs | $ |
| Total Indirect Costs | $ |
2. Summarize the **Indicator Tracking** work completed during the reporting period:

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<th>Description of Work Completed</th>
<th>Grant Funds Spent</th>
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3. Summarize the work completed during reporting period. Insert one table for each **Funded Project** and **Transformative Plan**.

<table>
<thead>
<tr>
<th>[INSERT NAME OF FUNDED PROJECT OR PLAN]</th>
<th>Lead Entity: [INSERT]</th>
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<tbody>
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<td>Tasks</td>
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<td>Bold any deliverables submitted</td>
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TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

ANNUAL PROGRESS REPORT

Grantee:  
Grant Number:  

TCC Project Name:  
Round #:  

Period #:  
Reporting Period: [Start Date] to [End Date]  

Authorized Signatory:  
[Name]  
[Position]  

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement. By signing this progress report, I also certify the information provided in the following annual deliverables:

- Annual Leverage Funding Report
- Annual Equipment Inventory Record
- Annual Detailed Budget

Signature:  
Date:  

Please respond to the following questions in 1-3 paragraphs, or with clear bullet points:

**Success Stories and Lessons Learned**

1. Summarize the major grant milestones completed in the last year.
2. Please share any other success stories from the Project Area, and provide links to related media, as applicable.
3. Describe any "lessons learned" in this past year. Specifically highlight any lessons that may help current grantees, future applicants, or the State, in continued implementation of the projects, and program, respectively.

**Challenges and Areas for Improvement**

For each question below, please elaborate on: a) steps that the Grantee or Partners are taking to improve, or b) actions or assistance needed from the State, as applicable.

4. Discuss any challenges experienced while implementing the grant.
5. Describe any issues faced when working with the technical assistance providers and/or program evaluation consultants.
6. Describe any concerns related to administering the grant and/or working with State.
## ANNUAL LEVERAGE FUNDING REPORT

<table>
<thead>
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<th>Project #, Plan, or Grantee Costs</th>
<th>Funding Source</th>
<th>Total Committed ($)</th>
<th>Amount ($) Spent During Reporting Period</th>
<th>Dates Spent (MM/DD/YYYY-MM/DD/YYYY)</th>
<th>Supporting Documentation (File Name)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Total Leverage: [INSERT HERE]
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

ANNUAL EQUIPMENT INVENTORY RECORD

<table>
<thead>
<tr>
<th>Grantee:</th>
<th>[INSERT HERE]</th>
<th>Grant #:</th>
<th>[INSERT HERE]</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCC Project Name:</td>
<td>[INSERT HERE]</td>
<td>Round #:</td>
<td>[INSERT HERE]</td>
</tr>
<tr>
<td>Reporting Period (start date):</td>
<td>[INSERT HERE]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting Period (end date):</td>
<td>[INSERT HERE]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project # Or Plan</th>
<th>Grantee or Partner Name</th>
<th>Description of Equipment</th>
<th>Manufacturer Name</th>
<th>Model (If Applicable)</th>
<th>Model Year (For Vehicles Only)</th>
<th>Serial #, License #, Or Vin</th>
<th>Date Purchased (MM/DD/YYYY)</th>
<th>Purchase Order #</th>
<th>Amount ($)</th>
<th>Supporting Documentation (File Name)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**Total**
Attachment D-4: Reporting Schedule

See Section 12. Reporting Requirements for additional details. Note that Project Completion Reports have not been included in the schedule, because they will be completed on a rolling basis.

The Final Report must be submitted at the end of the Project Completion Period, which may extend up to five years from the grant execution date. If all Projects have been completed and the Grantee has fulfilled all requirements for the Project Completion Period, the Final Report may be submitted prior to **March 2025**.

The Performance Period will vary for each Funded Project and will begin immediately after each Funded Project is completed, if applicable (see Section 1, Definitions). If the Grantee has fulfilled all requirements for the Project Completion Period and Performance Period, the CARB and SGC Indicator Tracking may terminate earlier than **January 2026**.

### REPORTING SCHEDULE

<table>
<thead>
<tr>
<th>REPORTING PERIOD</th>
<th>BIMONTHLY PROGRESS REPORT</th>
<th>DETAILED BUDGET</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grant Execution</strong></td>
<td><strong>December 31, 2020</strong></td>
<td><strong>X</strong></td>
<td><strong>January 30, 2021</strong></td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>February 28, 2021</td>
<td><strong>X</strong></td>
<td><strong>March 30, 2021</strong></td>
</tr>
<tr>
<td>March 1, 2021</td>
<td>April 30, 2021</td>
<td><strong>X</strong></td>
<td><strong>May 30, 2021</strong></td>
</tr>
<tr>
<td>May 1, 2021</td>
<td>June 30, 2021</td>
<td><strong>X</strong></td>
<td><strong>July 30, 2021</strong></td>
</tr>
<tr>
<td>July 1, 2021</td>
<td>August 31, 2021</td>
<td><strong>X – All Annual Reports</strong> (Covers Grant Execution – June 30, 2021)</td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td>September 1, 2021</td>
<td>October 31, 2021</td>
<td><strong>X</strong></td>
<td><strong>September 30, 2021</strong></td>
</tr>
<tr>
<td>November 1, 2021</td>
<td>December 31, 2021</td>
<td><strong>X</strong></td>
<td><strong>November 30, 2021</strong></td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>February 28, 2022</td>
<td><strong>X</strong></td>
<td><strong>January 30, 2022</strong></td>
</tr>
<tr>
<td>March 1, 2022</td>
<td>April 30, 2022</td>
<td><strong>X</strong></td>
<td><strong>March 30, 2022</strong></td>
</tr>
<tr>
<td>May 1, 2022</td>
<td>June 30, 2022</td>
<td><strong>X</strong></td>
<td><strong>May 30, 2022</strong></td>
</tr>
<tr>
<td>July 1, 2022</td>
<td>August 31, 2022</td>
<td><strong>X – All Annual Reports</strong> (Covers July 1, 2021 – June 30, 2022)</td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>September 1, 2022</td>
<td>October 31, 2022</td>
<td><strong>X</strong></td>
<td><strong>September 30, 2022</strong></td>
</tr>
<tr>
<td>November 1, 2022</td>
<td>December 31, 2022</td>
<td><strong>X</strong></td>
<td><strong>November 30, 2022</strong></td>
</tr>
<tr>
<td>January 1, 2023</td>
<td>February 28, 2023</td>
<td><strong>X</strong></td>
<td><strong>January 30, 2023</strong></td>
</tr>
<tr>
<td>March 1, 2023</td>
<td>April 30, 2023</td>
<td><strong>X</strong></td>
<td><strong>March 30, 2023</strong></td>
</tr>
<tr>
<td>May 1, 2023</td>
<td>June 30, 2023</td>
<td><strong>X</strong></td>
<td><strong>May 30, 2023</strong></td>
</tr>
<tr>
<td>July 1, 2023</td>
<td>August 31, 2023</td>
<td><strong>X – All Annual Reports</strong> (Covers July 1, 2022 – June 30, 2023)</td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>REPORTING PERIOD</td>
<td>BIMONTHLY PROGRESS REPORT</td>
<td>ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)</td>
<td>DETAILED BUDGET</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>September 1, 2023</td>
<td>October 31, 2023</td>
<td>X</td>
<td></td>
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<tr>
<td>November 1, 2023</td>
<td>December 31, 2023</td>
<td>X</td>
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<tr>
<td>January 1, 2024</td>
<td>February 28, 2024</td>
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<tr>
<td>March 1, 2024</td>
<td>April 30, 2024</td>
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<tr>
<td>May 1, 2024</td>
<td>June 30, 2024</td>
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<tr>
<td>July 1, 2024</td>
<td>August 31, 2024</td>
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<td>September 1, 2024</td>
<td>October 31, 2024</td>
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<tr>
<td>November 1, 2024</td>
<td>December 31, 2024</td>
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<tr>
<td>January 1, 2025</td>
<td>February 28, 2025</td>
<td>X</td>
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<tr>
<td>July 1, 2024</td>
<td>June 30, 2025</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>July 1, 2025</td>
<td>December 31, 2025</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
Attachment D-5: Indicator Tracking Tables

Indicators have been broken out by TCC Project Component. Below are general indicators for each of the Projects and Transformative Plans. All the indicators listed below should be reported annually and after project close out and during the performance period, as needed.

Additional specific indicators for each Funded Project, Leverage Project, and Transformative Plan will be developed in consultation with the Evaluation Technical Assistance Provider and amended into this Grant Agreement.

<table>
<thead>
<tr>
<th>General Indicators for all Equitable Housing and Neighborhood Development Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
</tr>
<tr>
<td>Housing units [# constructed by size of unit]*</td>
</tr>
<tr>
<td>Affordable housing units [# constructed by size of unit]*</td>
</tr>
<tr>
<td>Trees planted [#, species, location]*</td>
</tr>
<tr>
<td>Net density [Dwelling units / acre]*</td>
</tr>
<tr>
<td>% of housing units occupied</td>
</tr>
<tr>
<td>% of income restricted housing units occupied</td>
</tr>
<tr>
<td>Installed solar photovoltaic capacity (kW)</td>
</tr>
<tr>
<td>Number of energy efficiency measures installed by measure type and building type</td>
</tr>
<tr>
<td>Indicator</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Linear feet and location of bike lanes installed, by class</td>
</tr>
<tr>
<td>Linear feet and location of pedestrian pathways completed</td>
</tr>
<tr>
<td>Number and location of American Disabilities Act (ADA) standard ramps</td>
</tr>
<tr>
<td>Number and location of signalized intersections installed with bike</td>
</tr>
<tr>
<td>detection</td>
</tr>
<tr>
<td>Indicator</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Free / reduced cost transit passes issued</td>
</tr>
<tr>
<td>Number and type (make, model) of electric vehicles added to public transit fleet</td>
</tr>
<tr>
<td>Number and type (make, model) of alternative fuel vehicles added to public transit fleet (by fuel type)</td>
</tr>
<tr>
<td>Additional departure times added by transit route separated by transit type</td>
</tr>
<tr>
<td>Additional stops added by transit route</td>
</tr>
<tr>
<td>Installed solar photovoltaic capacity (kW)</td>
</tr>
<tr>
<td>Number and type of energy efficiency measures adopted / installed</td>
</tr>
</tbody>
</table>

2 The Evaluation Technical Assistance Provider will update these indicators for rail projects.
<table>
<thead>
<tr>
<th>Indicator</th>
<th>Data Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles in service* [# and type (model, make)]</td>
<td>Project documentation (e.g., fleet purchase and service records)</td>
</tr>
<tr>
<td>Number and location of charging stations installed</td>
<td>Project documentation (e.g., installer invoices)</td>
</tr>
<tr>
<td>Number and location of EV charging outlets installed by level of service</td>
<td>Project documentation (e.g., installer invoices)</td>
</tr>
<tr>
<td>Number of users registered for carsharing and other mobility project types</td>
<td>Project documentation (e.g., user registration records)</td>
</tr>
<tr>
<td>Number of users registered for vanpool service</td>
<td>Project documentation (e.g., user registration records)</td>
</tr>
<tr>
<td>Number of EV miles traveled (by PEV type)</td>
<td>Project documentation (e.g., fleet mileage reports)</td>
</tr>
<tr>
<td>Number of vanpool miles traveled</td>
<td>Project documentation (e.g., fleet mileage reports)</td>
</tr>
<tr>
<td>Number of vehicle miles traveled by other shared vehicles</td>
<td>Project documentation (e.g., fleet mileage reports)</td>
</tr>
<tr>
<td>Estimated energy usage (kWh) from installed EV charging infrastructure</td>
<td>Project documentation (e.g., metered data, if available)</td>
</tr>
</tbody>
</table>
## General Indicators for all Solar Installation and Energy Efficiency Projects

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Data Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of solar PV systems installed by building type</td>
<td>Project documentation (e.g., installation invoices)</td>
</tr>
<tr>
<td>Installed solar photovoltaic capacity (kW)</td>
<td>Project documentation (e.g., installation invoices)</td>
</tr>
<tr>
<td>Number of solar water heating systems installed by building type</td>
<td>Project documentation (e.g., installation invoices)</td>
</tr>
<tr>
<td>Number of fossil fuel based water heating systems replaced by type</td>
<td>Project documentation (e.g., installation invoices)</td>
</tr>
<tr>
<td>Number of energy efficiency measures installed by type of measure and building type</td>
<td>Project documentation (e.g., installation invoices)</td>
</tr>
<tr>
<td>Number of site visits to assess energy efficiency potential by building type</td>
<td>Project documentation (e.g. assessment paperwork)</td>
</tr>
<tr>
<td>Number of site visits to assess solar PV potential by building type</td>
<td>Project documentation (e.g. assessment paperwork)</td>
</tr>
<tr>
<td>Number of site visits to assess solar water heating potential by building type</td>
<td>Project documentation (e.g. assessment paperwork)</td>
</tr>
<tr>
<td>Number of individuals trained on energy efficiency measures by building type</td>
<td>Project documentation (e.g. training records)</td>
</tr>
<tr>
<td>Number of individuals trained on solar PV maintenance by building type</td>
<td>Project documentation (e.g. training records)</td>
</tr>
<tr>
<td>Number of individuals trained on solar water heating system maintenance by building type</td>
<td>Project documentation (e.g. training records)</td>
</tr>
</tbody>
</table>
### General Indicators for all Urban Greening and Green Infrastructure Projects

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Data Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trees planted [#, species, location]*</td>
<td>Project documentation (e.g. landscaping invoices)</td>
</tr>
<tr>
<td>Square feet of other vegetation planted</td>
<td>Project documentation (e.g. design plans)</td>
</tr>
<tr>
<td>Square feet of permeable surfaces added</td>
<td>Project documentation (e.g. design plans)</td>
</tr>
<tr>
<td>Number of training activities related to tree/vegetation maintenance</td>
<td>Project documentation (e.g. training records)</td>
</tr>
<tr>
<td>Number of residents trained on tree/vegetation maintenance</td>
<td>Project documentation (e.g. training records)</td>
</tr>
<tr>
<td>Indicator</td>
<td>Data Source</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Trees planted [# species, location] *</td>
<td>Project documentation (e.g. landscaping invoices)</td>
</tr>
<tr>
<td>Square feet of other vegetation planted</td>
<td>Project documentation (e.g. design plans)</td>
</tr>
<tr>
<td>Square feet of permeable surfaces added</td>
<td>Project documentation (e.g. design plans)</td>
</tr>
<tr>
<td>Number of training activities related to tree/vegetation maintenance</td>
<td>Project documentation (e.g. training records)</td>
</tr>
<tr>
<td>Number of residents trained on tree/vegetation maintenance</td>
<td>Project documentation (e.g. training records)</td>
</tr>
<tr>
<td>Indicator</td>
<td>Data Source</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Number of community engagement events held [by language]</td>
<td>(e.g. flyers in different language, photos)</td>
</tr>
<tr>
<td>Number of stakeholders engaged at each event</td>
<td>Project documentation (e.g., sign in sheets)</td>
</tr>
<tr>
<td>Number of stakeholders engaged through the site’s social media outreach</td>
<td>Project documentation (e.g., social media followers)</td>
</tr>
<tr>
<td>Number of materials distributed to stakeholders (by language)</td>
<td>Project documentation (e.g., mailing lists)</td>
</tr>
<tr>
<td>Total number of people directly served by TCC projects</td>
<td>Project documentation (e.g., project level registration lists)</td>
</tr>
<tr>
<td>Total number of volunteers who participated in project implementation</td>
<td>Project documentation (e.g., volunteer sign-in sheets)</td>
</tr>
<tr>
<td>Total number of people who provided commentary or input on the project</td>
<td>Project documentation (e.g., meeting minutes, written comments, etc.)</td>
</tr>
<tr>
<td>Indicator</td>
<td>Data Source</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Number of affordable units built under density bonus agreements</td>
<td>Project documentation (e.g., agreement paperwork)</td>
</tr>
<tr>
<td>Number of market rate units built under density bonus agreements</td>
<td>Project documentation (e.g., agreement paperwork)</td>
</tr>
<tr>
<td>Number of affordable units built under reduced development impact fees</td>
<td>Project documentation (e.g., fee waivers)</td>
</tr>
<tr>
<td>Number of market rate units built under reduced development impact fees</td>
<td>Project documentation (e.g., fee waivers)</td>
</tr>
<tr>
<td>Number of workshops to inform residents about affordable housing opportunities</td>
<td>Project documentation (e.g., agendas)</td>
</tr>
<tr>
<td>Number of residents engaged at workshops about affordable housing opportunities</td>
<td>Project documentation (e.g., sign-in sheets)</td>
</tr>
<tr>
<td>Number of tenant’s rights education classes held</td>
<td>Project documentation (e.g., agendas)</td>
</tr>
<tr>
<td>Number of residents participating in tenant’s rights education classes</td>
<td>Project documentation (e.g., sign-in sheets)</td>
</tr>
<tr>
<td>Number of foreclosure prevention events for homeowners and owners of multi-unit dwellings (MUDs)</td>
<td>Project documentation (e.g., agendas)</td>
</tr>
<tr>
<td>Number of homeowners and MUD owners who attend/participate in foreclosure prevention workshops</td>
<td>Project documentation (e.g., sign-in sheets)</td>
</tr>
<tr>
<td>Number of site visits conducted to assess the health and needs of businesses</td>
<td>Project documentation (e.g., assessments)</td>
</tr>
<tr>
<td>Indicator</td>
<td>Data Source</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Employment Activities</strong></td>
<td></td>
</tr>
<tr>
<td>Number of jobs supported with TCC grant funds, disaggregated by job quality and access metrics&lt;sup&gt;3&lt;/sup&gt;</td>
<td>Project documentation (e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports)</td>
</tr>
<tr>
<td>Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment</td>
<td>Project documentation (e.g., agreement records)</td>
</tr>
<tr>
<td><strong>Job Training Activities</strong></td>
<td></td>
</tr>
<tr>
<td>Number of job training opportunities instituted with partner employers</td>
<td>Project documentation (e.g., memorandums of understanding)</td>
</tr>
<tr>
<td>Number of resource events around training opportunities</td>
<td>Project documentation (e.g., agendas)</td>
</tr>
<tr>
<td>Number of individuals engaged at resource events around job training opportunities</td>
<td>Project documentation (e.g., sign-in sheets)</td>
</tr>
<tr>
<td>Number of individuals who apply for job training opportunities</td>
<td>Project documentation (e.g., job training applications)</td>
</tr>
<tr>
<td>Number of individuals enrolled in job training opportunities</td>
<td>Project documentation (e.g., enrollment paperwork)</td>
</tr>
<tr>
<td>Number of trainees that completed job training, disaggregated by training quality and access metrics&lt;sup&gt;4&lt;/sup&gt;</td>
<td>Project documentation (e.g., training records)</td>
</tr>
<tr>
<td><strong>Job Placement Activities</strong></td>
<td></td>
</tr>
<tr>
<td>Number of job placement arrangements instituted with partner employers</td>
<td>Project documentation (e.g., memorandums of understanding)</td>
</tr>
<tr>
<td>Number of resource events around job placement opportunities</td>
<td>Project documentation (e.g., agendas)</td>
</tr>
<tr>
<td>Number of individuals engaged at resource events around job placement opportunities</td>
<td>Project documentation (e.g., sign-in sheets)</td>
</tr>
</tbody>
</table>

<sup>3</sup> Final list of job quality and access metrics will be provided in a supplemental form.

<sup>4</sup> Final list of training quality and access metrics will be provided in a supplemental form.
<table>
<thead>
<tr>
<th>Number of individuals who apply for job placement opportunities</th>
<th>Project documentation (e.g., job placement applications)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of job placement participants placed in employment</td>
<td>Project documentation (e.g., placement records)</td>
</tr>
</tbody>
</table>
Attachment D-6: Authorized Signatory Template

AUTHORIZED SIGNATORY FORM

I hereby verify that I am an authorized Grantee representative and signatory and as such can sign and/or delegate authorization to sign and bind the Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: ___________________________ Title: ___________________________
(Type or Print Name)

Signature: _________________________ Date: _________________________

Delegated Authorized Signatories:

1. Name: ___________________________ Title: ___________________________
   (Type or Print Name)

   Signature: _________________________ Date: _________________________

   Document(s) Authorized to sign:
   □ All Grant Related Documents or □ Grant Agreement
   □ Grant Amendments □ Budget Amendments □ Reports
   □ Invoices □ Other ______

2. Name: ___________________________ Title: ___________________________
   (Type or Print Name)

   Signature: _________________________ Date: _________________________

   Document(s) Authorized to sign:
   □ All Grant Related Documents or □ Grant Agreement
   □ Grant Amendments □ Budget Amendments □ Reports
   □ Invoices □ Other ______
Attachment D-7: TCC Communications Kit

[ATTACHED DOCUMENT]
Attachment D-8: TCC Partnership Agreement

[ATTACHED DOCUMENT, TO BE FINALIZED BY GRANTEE]
EXHIBIT “B”

Partnership Agreement
PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE

by and among

THE CITY OF RIVERSIDE

and

THE COUNTY OF RIVERSIDE,
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS,
WAKELAND HOUSING & DEVELOPMENT CORPORATION,
RIVERSIDE COMMUNITY HEALTH FOUNDATION,
RIVERSIDE TRANSIT AGENCY,
GRID ALTERNATIVES,
TREEPEOPLE, INC.,
SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP,
SANTA ANA WATERSHED PROJECT AUTHORITY,
The Regents of the University of California
and
COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE

Dated February 27, 2020
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PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE

This PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE ("Partnership Agreement") is made and entered into this 27th day of February, 2020, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"); THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, through the County of Riverside Economic Development Agency ("County"); WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California joint powers authority ("WRCOG"); WAKELAND HOUSING & DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation ("Wakeland"); RIVERSIDE TRANSIT AGENCY, a California joint powers authority ("Transit Agency"); GRID ALTERNATIVES, a California nonprofit corporation ("GRID"); TREEPEOPLE, INC., a California nonprofit corporation ("Tree People"); SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP, a California nonprofit corporation ("Safe Routes"); SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority ("SAWPA") (each a "Project Partner" and collectively the "Project Partners"); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology ("UCR" or "Data Partner"); RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation ("Foundation" or "Outreach Partner"); and COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE, a California nonprofit corporation ("CSA" or "Non-Displacement Partner"). Together, the Project Partners, Data Partner, Outreach Partner, and Non-Displacement Partner may hereafter be referred to individually as "Partner" and collectively as "Partners". Together, the City and Partners may hereafter be referred to individually as "Party" or collectively "Parties".

RECITALS

A. The California Strategic Growth Council (SGC) awards grants for the development and implementation of neighborhood-level climate sustainability plans as part of the Transformative Climate Communities (TCC) program.

B. City is the Lead Applicant and Grantee applying to SGC for a grant ("TCC Grant") to fund a range of projects that will reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Eastside Neighborhood" or "Project Area"). The proposed program will hereafter be referred to as "Eastside Climate Collaborative."

C. Partners are organizations or public entities, authorized to lead community-based projects, who have demonstrated the organizational capacity to support the City in the implementation of the Eastside Climate Collaborative.
D. Parties have individually and collectively engaged the residents and stakeholders in the Eastside Neighborhood in multiple visioning and planning processes over the past decade, culminating in the public workshops which created the Eastside Climate Collaborative. The City and the Partners believe the Eastside Climate Collaborative can positively transform the Eastside Neighborhood, achieving strong public health and economic goals and significantly reducing greenhouse gas emissions.

E. Partners fully support the objectives, goals, strategies, and projects identified under the TCC grant application that was proposed by the City for approval by the SGC ("TCC Grant Application"), and the Partners agree to be Co-Applicants for the TCC Grant Application.

F. SGC requires this Partnership Agreement to set forth the agreed upon governance structure and terms of operation required to implement the Eastside Climate Collaborative, including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. Parties desire to enter into a Partnership Agreement as hereinafter set forth in order to establish a collaborative stakeholder structure for matters pertaining to the TCC Grant and the implementation of the Eastside Climate Collaborative in the Project Area.

H. Parties acknowledge and agree that other Partners may be added to this Partnership Agreement from time to time.

**TERMS AND CONDITIONS**

Section 1. DEFINITIONS.

1.1 **General.** The definitions set forth in the above recitals, in the TCC Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Partnership Agreement.

1.2 **AHSC.** "AHSC" shall mean the Affordable Housing and Sustainable Communities Program.

1.3 **AHSC Guidelines.** "AHSC Guidelines" shall mean the 2019/2020 AHSC Final Guidelines.

1.4 **Application.** "Application" shall mean the TCC Grant Application for funding submitted by City.

1.5 **Bi-monthly.** "Bi-monthly" shall mean every other month.

1.6 **Budget.** "Budget" shall mean the budget for a particular CCI Project.

1.7 **Budget Report.** "Budget Report" shall mean the report containing the budget for a particular CCI Project, which breaks down cost by task and lien item.
1.8 **Close-out Report.** “Close-Out Report” shall mean the report submitted to the SGC at the conclusion of an individual CCI Project.

1.9 **Critical Community Investment Project.** “Critical Community Investment Project” or “CCI Project” shall mean a project implemented with TCC Grant Funds.

1.10 **Community Engagement Plan.** “Community Engagement Plan” shall mean the plan that sets forth the community outreach tools and goals of the City and Partners.

1.11 **Data Collection Plan.** “Data Collection Plan” shall mean the plan that codifies data collection methods and reporting requirements and identifies all metrics to be tracked pursuant to the requirements the TCC Grant Agreement and pursuant to the wishes of the Leadership Council.

1.12 **Displacement Avoidance Plan.** “Displacement Avoidance Plan” shall mean the plan that addresses the displacement prevention needs of the community.

1.13 **Eastside Climate Collaborative Plan.** “Eastside Climate Collaborative Plan” or “Plan” shall mean all aspects of the project plan required by the City and its Partners in the TCC Grant Agreement.

1.14 **GHG.** “GHG” shall mean “Green House Gas.”

1.15 **Grant Term.** “Grant Term” shall mean the term of the TCC Grant Agreement.

1.16 **Hub.** “Hub” shall mean a subcommittee or subset of the Leadership Council that is tasked with a particular area of focus, is responsible for in-depth study of that area, and reports back to the full Leadership Council with regard to this focus.

1.17 **Indicator Report.** “Indicator Report” shall mean a report that tracks and reports Indicator Tracking for a CCI Project.

1.18 **Indicator Tracking.** “Indicator Tracking” shall mean the tracking and assessment of certain elements to measure the overall impact of the CCI Project investments, as outlined in the TCC Guidelines.

1.19 **Indicator Tracking Plan.** “Indicator Tracking Plan” shall mean the plan that sets forth the community-driven Indicator Tracking guidelines that will govern data collection and progress tracking for CCI Projects.

1.20 **Lead Applicant.** “Lead Applicant” shall mean the City of Riverside.

1.21 **Leadership Council.** “Leadership Council” shall mean the advisory body to the Lead Applicant.

1.22 **Leverage Funding.** “Leverage Funding” shall mean the funding, other than TCC Grant funds, used to supplement TCC Grant funds for the completion of all or a portion of a CCI Project.
1.23 Notice to Proceed. “Notice to Proceed” shall mean the notice issued by the City to all Partners once the TCC Grant Agreement has been fully-executed by and between the City and SGC.

1.24 Performance Period. “Performance Period” shall mean the period of time beginning immediately upon the completion of a CCI Project and ending upon a date determined by the City, during which Partners will be required to complete additional Indicator Tracking.

1.25 Riverside Eastside Community. “Riverside Eastside Community” shall mean those residents and stakeholders in the Project Area.

1.26 Subcontractor. “Subcontractor” shall mean any third party used by any Partner to perform any work in furtherance of a CCI Project.

1.27 TCC Grant Agreement. “TCC Grant Agreement” shall mean the agreement entered into by and between the City and the SGC.


1.29 Workforce Development Plan. “Workforce Development Plan” shall mean the plan that governs procurement and imposes local-hire requirements on Parties for CCI Projects.

1.30 Working Group. “Working Group” shall mean a group consisting of the members of the Leadership Council and the Eastside Community, established for the purpose of facilitating discussion and information-sharing with regard to a particular task.

1.31 Work Plan. “Work Plan” shall mean a plan setting forth the timeline, discrete tasks, and detailed deliverables for a particular CCI Project.

1.32 Work Product. “Work Product” shall mean any writings, notes, memoranda, reports, research, and useable data, whether created or collected by a Partner or a Subcontractor of a Partner, generated in connection with the planning or implementation of the Eastside Climate Collaborative.

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

2.1 Incorporation. City and its Partners intend that this Partnership Agreement shall conform to and satisfy all requirements of the TCC Guidelines, AHSC Guidelines, and the TCC Grant Agreement. Each Party’s performance shall be conducted in accordance with the TCC Grant Agreement, the TCC Guidelines, the AHSC Guidelines, and this Partnership Agreement (hereafter collectively the “Performance Terms”).
2.2 **Acknowledgement.** Each Party acknowledges that it has reviewed the Performance Terms, participated in the preparation of the Eastside Climate Collaborative Plan and the TCC Grant Application, and is fully committed to the goals and requirements of the Performance Terms.

**Section 3. PURPOSE AND GOALS.**

3.1 **Purpose.** The purpose of this Partnership Agreement is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer TCC Grant-related activities within the boundaries of the Project Area. The Parties agree that the purpose for conducting the activities as a coordinated group shall include the following:

   a. Implementing activities, programs, strategies, and projects as set forth in the TCC Grant Agreement;

   b. Promoting the execution of objectives and goals set forth in the TCC Grant Agreement;

   c. Providing a platform for community engagement and input into implementation of activities related to the TCC Grant; and

   d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Partnership Agreement.

3.2 **Goals.** Each Party affirms that the Eastside Climate Collaborative is intended to create the necessary conditions for public and private investment in the Riverside Eastside Community to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, more affordable and stable housing, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

**Section 4. RESPONSIBILITIES OF ALL PARTIES.**

4.1 **Mutual Cooperation.** Parties recognize that they have complementary expertise and common goals and interests. Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Plan and shall commit to working collaboratively with one another and with community stakeholders throughout the Grant Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this Partnership Agreement and make diligent efforts to respond to inquiries and requests for information from the other Parties. The Parties agree to provide all Project-related information and documents as requested by the other Party or the State of California, including all grant-related reporting and documentation.

4.2 **Leveraging of Available Funds.** Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist other Parties in leveraging
available federal, state, local, and private funds, to support integrated strategic investment for the transformation of the Eastside Neighborhood.

4.3 Communication. Parties shall commit to the principle of good communication, especially when one’s work may have some bearing on the responsibilities of the other. Parties shall seek to alert each other as soon as practical to relevant developments with regards to the Plan and its execution. Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

Section 5. CITY – ROLE AND RESPONSIBILITIES.

5.1 Lead Applicant and Grantee. City shall be the Lead Applicant and Grantee and shall execute the TCC Grant Agreement, carry out all responsibilities of Grantee as described in the Performance Terms, and work closely with the Department of Conservation throughout the implementation of the Plan. City commits to all duties and responsibilities corresponding to the Lead Applicant’s role under the Eastside Climate Collaborative Plan for the length of the TCC Grant Term. City acknowledges that it:

a. Has reviewed the FY2020 Transformative Climate Communities Grant Program NOFA, Final Guidelines, and related guidance from the State of California Strategic Growth Council;

b. Has participated in the preparation of the Eastside Climate Collaborative Plan and Application; and

c. Is fully committed to the goals and requirements of the NOFA, the Eastside Climate Collaborative Plan, the Application, the requirements of the Grant, and this Partnership Agreement.

5.2 Treasurer. City shall hold one seat on, and be Treasurer of, the Leadership Council.

5.3 Hub and Working Group Participation. City shall participate in every Hub and Working Group. In doing so, the City will have the responsibility of monitoring day-to-day activities and maintaining awareness of roadblocks, conflicts, and performance issues. For the City, responsibility will be borne by the Office of the City Manager and the Community and Economic Development Department.

5.4 Grant Administration. City shall serve as the administrator of the TCC Grant, including but not limited to, compiling all invoices, supporting documentation, and reporting materials for CCI Projects. City shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements of the Performance Terms with respect to the City and Partners.

5.5 Disbursement and Accounting of Funds. City shall be responsible for the disbursement of the TCC Grant funds in accordance with Performance Terms. Within sixty (60) days from the date that a Partner submits a request for disbursement, the City shall disburse the TCC Grant funding to Partners. In the event additional time is needed to allow the SGC to process the requesting
Partner’s disbursement request, the City shall communicate to the requesting Partner the reason for the delay and the anticipated date for disbursement.

5.6 **Financial Support.** City shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the transformation of the Project Area.

5.7 **Oversight of Implementation.** City shall supervise and coordinate the implementation of activities related to the TCC Grant, including the housing, urban greening, and transportation components of the Plan, and enter into any necessary additional agreements with the Project Partners, Data Partner, Outreach Partner, or Anti-Displacement Partner, outside of this Partnership Agreement, to facilitate the implementation of the Plan.

5.8 **Workforce Development.** City shall impose on Partners and monitor the local hire goals set forth in the Workforce Development Plan.

5.9 **Community Engagement.** City shall coordinate with the Partners in the implementation of the Community Engagement Plan and be responsive to the Outreach Partner’s direction with regard to community outreach and the facilitation of local involvement.

5.10 **Displacement Avoidance.** City shall cooperate with Partners to implement the Displacement Avoidance Plan and address the displacement prevention needs of the community while focusing on key educational opportunities, encouraging advocacy, and facilitating accountability on behalf of the Riverside Eastside Community.

5.11 **Indicator Tracking.** City shall work with the Partners and the Leadership Council to develop a community-driven Indicator Tracking Plan and local monitoring guidelines and ensure that all Partners comply with the Indicator Tracking Plan.

5.12 **Reporting.** City shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

**Section 6. PROJECT PARTNERS - ROLES AND RESPONSIBILITIES.**

6.1 **Co-Applicants.** Each Project Partner shall be a Co-Applicant to the TCC Grant Application and shall carry out all responsibilities associated with its respective CCI Project(s) as directed by the City and in accordance with the Performance Terms.

6.2 **Representation on Leadership Council.** Each Project Partner shall hold one seat on the Leadership Council.

6.3 **Hub and Working Group Participation.** Each Project Partner shall participate in one or more Hub or Working Group, based on the respective “project type” that it intends to implement, as outlined in Appendix B to the TCC Guidelines and as appropriate with regard to the size of its Project. Participation in a Hub or Working Group requires attendance at regular meetings, coordination with organizations doing like-projects in the Hub or Working Group, joint problem-
solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Leadership Council, and preparation of materials for public dissemination. Project Partners may agree to lead a Hub or Working Group, taking on the relative duties required of that position.

6.4 Project Development. Each Project Partner shall develop ideas for programs and projects that directly impact neighborhood quality in the Project Area and shall create scope(s) of work for its respective CCI Project(s) in alignment with the vision of the Eastside Climate Collaborative Plan.

6.5 Implementation of CCI Project. Each Project Partner shall oversee the implementation of its respective CCI Project, in accordance with Performance Terms, and with respect thereto shall:

a. Secure all necessary governmental approvals, reviews, licenses, or permits;

b. Immediately notify the City and the Leadership Council of any change in schedule, design, or outcome so that the determination can be made as to whether State review and/or a change to the GHG calculation is required;

c. Prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with other Parties, subcontractors, and stakeholders to ensure that its CCI Project does not deviate from its intended purposes and the expectations of the Eastside Neighborhood;

d. Ensure that there are no conflicts between policies or restrictions on sources of funds needed to complete CCI Projects; and

e. Refrain from using TCC Grant Funding to supplant Leverage Funding.

6.6 Implementation Policies. Each Project Partner agrees to participate in and incorporate the following implementation policies, as appropriate to its respective project: the Community Engagement Plan, the Workforce Development Plan, and the Displacement Avoidance Plan. Project Partners agree to abide by the goals set forth in the Workforce Development Plan when procuring any portion of work associated with their respective CCI Project and when hiring any related temporary or permanent positions, unless the Project Partner is a public entity, in which case it is required to comply with its agency’s applicable hiring and procurement statutes.

6.7 Hiring Subcontractors. Project Partners may contract with Subcontractors for needed administrative, design, construction, engagement, or implementation support for CCI Projects. City’s obligation to pay the Project Partner is an independent obligation from the Project Partners’ obligations to pay their respective Subcontractors. With regard to Subcontractors:

a. Project Partners are entitled to make use of their own staff and Subcontractors as identified in their respective Budget and Work Plan.

b. Project Partners shall manage, monitor, and accept responsibility for the performance of
their own respective staff and Subcontractors and shall conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partnership Agreement.

c. Nothing in this Partnership Agreement or otherwise shall create any contractual relationship between the City and any Subcontractors retained by a Project Partner, and no Subcontractor will relieve the Project Partner of its obligations under the Agreement.

6.8 Reporting. Each Project Partner shall submit all required supporting documentation, as set forth in Section 10.5, to demonstrate that the work for which it is seeking reimbursement has been completed. Each Project Partner is responsible for its respective CCI Project and shall develop, prepare, and submit regular updates to the City and the Leadership Council regarding its progress toward CCI Project objectives, shall routinely update the information management platform regarding CCI Project schedule and objectives, and shall provide appropriate photos, stories, and meeting and event notices in a timely fashion to the City and Leadership Council.

6.9 Recordkeeping. Each Project Partner shall maintain its own records in accordance with Performance Terms and shall establish an official file for each CCI Project with adequate documentation supporting each action taken with respect to the Plan, including letters and email correspondence, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness and compliance documentation. Each Project Partner shall make such records available to the City for inspection. All such records shall be clearly identifiable. Each Project Partner and its Subcontractors shall allow inspection of all work, data, documents, proceedings, and activities related to the Partnership Agreement for a period of four (4) years from the day after the last day of the Performance Period.

Section 7. DATA PARTNER - ROLES AND RESPONSIBILITIES.

7.1 Co-Applicant. Data Partner shall be a Co-Applicant to the TCC Grant Application and shall hold the City and its Project Partners accountable to the specific impact goals of their respective CCI Project.

7.2 Representation on the Leadership Council; Reporting Role. Data Partner shall hold a seat on the Leadership Council and shall lead a discussion with the Leadership Council, quarterly, to review and analyze the Data Dashboard indicators to track Partners in connection with their respective performance goals and to help them understand initiative-wide progress toward their goals. If metric targets are not met, the Leadership Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan for their respective project that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

7.3 Hub and Working Group Participation. As the objective data manager, the Data Partner shall coordinate with the Community Engagement Working Group, and any other Hub or Working Grouping wherein its expertise is needed, as assigned by the City.
7.4 **Community Engagement.** Data Partner, in coordination with the Outreach Partner, shall engage residents and businesses in an annual survey geared toward tracking communitywide indicators to determine if CCI Projects are changing attitudes, behavior, health, and circumstances for Riverside's Eastside Community. Data Partner shall identify publicly available data (e.g., Census, Bureau of Labor Statistics) for tracking neighborhood and community-level metrics, including stress levels, rates of chronic disease, and community cohesion.

7.5 **Tracking.** Data Partner shall be responsible for ensuring that all data that Parties are required to track pursuant the TCC Grant Agreement are tracked appropriately and reported on in the appropriate timeframe and format. Data Partner shall in the first quarter of the TCC Grant Term:

   a. Work closely with the City, the Leadership Council, and community stakeholders to identify specific indicators that will be tracked over time to understand CCI Project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes above and beyond those required under a TCC Grant Agreement. The final list of additional indicators will be approved by the Leadership Council.

   b. Inventory and analyze how indicators are used for decision-making or quality improvements, which indicators are governed by regulatory requirements, and how data variables are defined (i.e., a data dictionary). This process will allow the Data Partner to recommend common variables for easy data integration.

   c. Create the Data Collection Plan.

   d. Create a Data Dashboard that provides monthly, quarterly, and annual reports on key indicators that the Leadership Council defines and that are required by the State in the TCC Grant Agreement.

7.6 **Training.** Data Partner shall ensure that Project Partners are meeting their data collection requirements. Data Partner shall train all Project Partners as applicable on what data to collect and how to collect their assigned data and report the data to meet State requirements and the TCC Grant Agreement.

7.7 **Support.** Data Partner shall provide support to Project Partners if they are facing obstacles or challenges in their data collection efforts.

7.8 **Data Sharing.** Data Partner shall work to develop data share agreements that allow Partners to participate in a centralized data portal for inputting and accessing data and monthly data reports.

Section 8. **NON-DISPLACEMENT PARTNER – ROLES AND RESPONSIBILITIES.**

8.1 **Co-Applicant.** Non-Displacement Partner shall be a Co-Applicant to the TCC Grant Application and shall work under contract with the City to prevent displacement by actively assisting the residents in the Project Area in matters of foreclosure avoidance and tenants' rights.
8.2 **Representation on Leadership Council; Reporting Role.** Non-Displacement Partner shall hold a seat on the Leadership Council and shall lead efforts to implement the Displacement Avoidance Plan, analyze the effectiveness of existing policies and programs on residents and businesses, make modifications as necessary, and report regularly to the Leadership Council on related non-displacement efforts.

8.3 **Services and Programs.** Non-Displacement Partner shall:

a. Maintain active certification with the Department of Housing and Urban Development (HUD);

b. Assist households with foreclosure prevention;

c. Provide tenant advocacy and referrals to low cost legal representation, including conducting intake and evaluations, and helping with transportation, translation, and general advocacy obligations; and

d. Conduct a series of workshops focusing on financial education, homeownership, tenants' rights, and local resources.

8.4 **Reporting.** Non-Displacement Partner shall keep a database of all clients and the services that it receives and shall provide quarterly updates to the Leadership Council. Non-Displacement Partner shall meet the following reporting requirements:

a. **General Reporting Requirements.**

(1) All reports must be completed using the templates attached to the TCC Grant Agreement or provided by the City.

(2) The first reporting period will begin on the start date of the TCC Grant Agreement by and between the City and SGC.

(3) All reports must be submitted to the City on the due date specified by the City. When the report due date falls on a weekend or state recognized holiday, reports will be due on the first working day that follows.

(4) All reports must be signed by the signatory to this Partnership Agreement.

(5) City and SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.

b. **Bi-Monthly Progress Reports.** Non-Displacement Partner shall complete Bi-Monthly Progress Reports using the template attached to a TCC Grant Agreement.
c. **Annual Reports.** Non-Displacement Partner shall complete an annual progress report, an annual leverage funding report, in accordance with Performance Terms, an Indicator Tracking Report, and a detailed Work Plan and Budget using the templates included in a TCC Grant Agreement, once per year.

**Section 9. OUTREACH PARTNER – ROLES AND RESPONSIBILITIES.**

9.1 **Co-Applicant.** Outreach Partner shall be a Co-Applicant to the TCC Grant Application and shall be responsible for the development of community outreach tools and the facilitation of local participation.

9.2 **Representation on Leadership Council; Implementation of Community Engagement Plan.** Outreach Partner shall hold a seat on the Leadership Council and shall lead efforts to implement the Community Engagement Plan.

9.3 **Community Engagement.** Outreach Partner shall coordinate and support resident involvement in major decisions, develop and manage a coalition of stakeholders in support of the Plan, and work with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations.

9.4 **Reporting.** Outreach Partner shall track all outreach efforts and provide quarterly updates to the Leadership Council.

**Section 10. COLLABORATIVE STRUCTURE.**

10.1 **General.** Parties shall actively promote community engagement and shall work in conjunction through the Leadership Council. Leadership Council shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the TCC Grant, but the Leadership Council does not have any final decision-making abilities. Leadership Council shall have the organization and powers specified below and shall use the framework, attached hereto in the Organizational Chart in Exhibit “B”, to govern the implementation of the TCC Grant, to make decisions related to the Project, and to recommend any necessary changes to the Eastside Climate Collaborative Plan during implementation.

10.2 **Membership.** Leadership Council shall consist of sixteen (16) seats. Each of the ten (10) Parties to this Partnership Agreement shall designate one individual to represent that Party on the Leadership Council. Additionally, five (5) seats shall be “Community Seats”, filled by individuals or organizations who reside or do business in the Project Area, and one (1) seat shall be a “Youth Seat”, filled by an individual or organization from the Project Area representative of the youth demographic. As it concerns the Community Seats and the Youth Seat, individuals or community organizations from the wishing to serve on the Leadership Council must submit a request to the City for appointment onto the Leadership Council. City shall be responsible for appointing representatives to the Community Seats and Youth Seat. All representatives on the Leadership Council will hereafter be referred to as “Members.”

   a. **Adding or Removing Members.** Any organization or individual that is a party to this Partnership Agreement will be a member on the Leadership Council, so removal or
addition of a party to this Partnership Agreement will likewise remove or add a member to the Leadership Council. As it concerns the Community Seats and the Youth Seat, the City may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to the City.

10.3 Meetings. To establish order and efficiency, upon the City’s issuance of the Notice to Proceed, the Leadership Council shall meet once a month until all Hubs, Working Groups, and communication processes are fully-established (“Establishment Phase”). In no event shall the Establishment Phase be shorter than six (6) months. After the completion of the Establishment Phase, the Leadership Council shall conduct meetings at least on a quarterly-basis, as follows:

a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Parties.

b. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and resident empowerment. To maximize public participation, the Leadership Council shall not discuss any item not appearing on the duly-noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Leadership Council regarding all matters within the Leadership Council’s purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Leadership Council’s discussion of or decision on that item.

c. Notice. City shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English. In order to facilitate greater public participation, the Leadership Council shall also make efforts to forward the agenda and materials to specific residents and businesses in the Project Area who have particular interests in an agenda item. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to TCC Grant implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via email to the Leadership Council members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Leadership Council meeting.

d. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the Eastside Climate Collaborative Plan shall be
presented to the Leadership Council at a regularly scheduled meeting. If the Leadership Council is unable to reach consensus on a matter, the City should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, and further reporting to the Leadership Council. It is the goal of the process to have all recommendations be supported by the majority of the Leadership Council.

e. **Bylaws.** At its first meeting, the Leadership Council shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Leadership Council, by affirmative vote of the majority of Members present at the meeting, shall appoint five (5) Members to draft bylaws for the collaborative stakeholder structure and set the priorities of the Leadership Council. The bylaws and priorities shall confirm to the general terms and intent of this Partnership Agreement and shall become effective upon adoption by the Leadership Council.

f. **Officers.** At its first meeting, the Leadership Council, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Leadership Council. The Treasurer shall be the City.

10.4 **Hub Implementation.** Leadership Council, in accordance with this Partnership Agreement, shall assign Members to work within the following Hubs: (1) Sustainable Housing, (2) Urban Greening, (3) Active Transportation, and (4) Low Carbon Transportation. Any recommendation to change the number or type of Hubs should be brought before the Leadership Council for discussion. Hubs shall otherwise operate as follows:

a. **Meetings and Structure.** Each Hub will be convened initially by the City, and shall establish its meeting schedule, meeting guidelines, agenda, and structure at its first meeting. Because the work of each Hub is so complex and involves its own set of Partners and constituencies, each Hub should have its own organizational structure, with one or two Partners agreeing to act as the lead ("Hub Lead"). Hub Leads are required to commit to managing the Hub for a minimum of one year. Unless the Hub establishes co-leads, if more than one organization wants to lead the Hub, then the members in the Hub shall vote, one vote per member, and the member receiving the majority vote shall become the Hub Lead. In order to ensure consistency in messaging, access to the same high-level advice, funding and tools, and expediency in implementation, the City shall participate in all Hub meetings, and the Hubs shall report about and receive guidance on their work at each Leadership Council meeting.

b. **Subcontractor Participation.** Subcontractors are strongly encouraged to participate in the Hub meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.
10.5 **Working Group Implementation.** Each Hub shall designate at least one representative to sit on each of the following Working Groups: City Oversight Working Group, the Community Engagement Working Group, the Workforce Working Group, and the Displacement Avoidance Working Group. The composition and operations of each Working Group shall be as follows:

a. **City Oversight Working Group.** In order to effectively resolve issues among and between Project Partners and community stakeholders related to implementing work, City agencies necessary for plan implementation (e.g., Public Works, Parks and Recreation, Community and Economic Development, and Public Utility) shall form a Working Group to meet on a Bi-monthly basis to collaborate, prioritize, streamline and track the overall progress of the Eastside Climate Collaborative Plan. Other departments and resources will be called in on an as-needed basis to ensure problems are solved rapidly and thoughtfully. This Working Group will advise the Leadership Council on critical issues related to project feasibility and implementation and provide suggestions for how to resolve issues or expedite project completion. The Community & Economic Development Department will convene and lead this working group.

b. **Technical & Design Review Working Group.** To evaluate potential changes to the Plan through the implementation process, a technical and design review working group shall be formed. This Working Group is available to the Hubs and shall meet with Partners who are requesting changes or modifications to their respective projects for the purpose of evaluating the feasibility and challenges related to the request. This Working Group will be responsible for communicating with the City on potential changes or feedback on implementation challenges. The City will share this information with SGC. This Working Group shall report to the Leadership Council on recommendations for modifications to the Eastside Climate Collaborative Plan. The City will be responsible for convening this working group.

c. **Community Engagement Working Group.** Community Engagement Working Group shall be led by the Outreach Partner and shall include a representative from each Hub, a team of community members hired to do community engagement work, the City, and all communication-related Subcontractors hired to work on the Eastside Climate Collaborative. This Working Group shall coordinate and plan outreach/engagement activities and efforts, craft communication messages, provide input on website and other social media design, ensure community engagement and participation for planning and implementing larger community events in the Project Area, and recruit grassroots organizations and networks to assist in community-based data collection, and dissemination of information and notices.

d. **Workforce Working Group.** Workforce Working Group shall be established by the County and utilized by all Partners as necessary for advice and coordination on all training and hiring opportunities within each Project Type. Workforce Working Group will assist in job mapping, local labor force referrals, developing and
advising on training modules, and connecting Partners to education and workforce partners.

c. **Displacement Avoidance Working Group.** Displacement Avoidance Working Group shall be overseen by the Non-Displacement Partner. This Working Group will allow the Non-Displacement Partner to coordinate its displacement avoidance efforts and to make sure that a lens of anti-displacement is incorporated in the implementation of all Eastside Climate Collaborative CCI Projects.

10.6 **Community Representation.** Parties acknowledge that community representation throughout the process is integral for the success of the Eastside Climate Collaborative, and Parties take all reasonable measures to engage the public, including but not limited to the following:

a. Working Groups, Hubs, and the Leadership Council will be forums wherein community stakeholders and Partners are able to participate in the discussion and decision-making process.

b. City will use existing local community groups and resident organizations to publicize meetings and utilize its Partners to assist in community outreach and engagement.

c. The determination and implementation of some Projects (specifically in the Urban Greening and Active Transportation Hubs) require more design, and Partners have committed to robust community participation in all aspects of design and location.

d. City shall consult with the Partners and community stakeholders privately and in Working Group settings to ensure clear messaging and communication on goals and requirements, address conflicts and roadblocks as they arise, and ensure that decisions are well-informed and made quickly to guarantee success.

10.7 **Accountability.** City shall work with Partners and stakeholders to engage them on what measures the community would like to see to ensure accountability throughout the process, including but not limited to the following:

a. In order to be accountable to the community, the City and the Co-Applicants commit to regular tracking of project metrics.

b. If metric targets are not met, the Leadership Council will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions. Underperforming Partners will be asked to develop a program improvement plan, for their respective project, that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.
c. All CCI Projects will include strong levels of community engagement and input and are required to report out to their respective Hubs, allowing for peer-to-peer accountability and evaluation as well as direct community accountability.

d. Data Partner will engage residents and businesses in a survey geared towards developing communitywide indicators that can be tracked to determine if the TCC investments are changing attitudes, behavior, health, and circumstances for the Project Area.

e. Leadership Council meetings will be open to the public, with clear agendas, minutes and a record of attendance to ensure regular accountability.

f. City is responsible for ensuring the accountability of its Co-Applicants, Partners, and Working Groups to meet their responsibilities and implement their Projects in a timely fashion, in accordance with their Work Plan and within their budget allocation.

g. City will dedicate staff to monitor all Projects, participate in Hubs and Working Groups, and track progress through data dashboards and utilization of specific project management software and smart sheets that create charts and allow for task collaboration. Utilizing this software allows the City to measure progress and determine early on when tasks and timelines are not being met.

h. City, as Lead Applicant, will meet with Co-Applicants when items begin to get flagged as late and develop appropriate work plans to address issues as they arise.

i. City and Hub Leads will engage in site visits to visually inspect progress and build out of all projects and will utilize its Technical and Design Working Group with all accountability steps.

Section 11. TERM AND TERMINATION.

11.1 Term. This Partnership Agreement shall become effective as of the date on which the last Party executes this Partnership Agreement (“Effective Date”). The Term shall commence on the Effective Date and continue for five (5) years thereafter and shall automatically terminate unless otherwise extended by a written amendment to this Partnership Agreement executed by all of the Parties.

11.2 Termination. City reserves the right to terminate this Partnership Agreement for convenience upon thirty (30) days’ written notice to the Co-Applicants. Co-Applicants reserve the right to terminate their participation in this Partnership Agreement for convenience upon thirty (30) days written notice to the City. This Partnership Agreement shall automatically terminate if the Eastside Climate Collaborative Application does not receive a grant award based on its response to the FY2019 NOFA.
11.3 **Co-Applicant Substitution.** City, as the Lead Applicant, may remove and substitute individual Co-Applicants to this Partnership Agreement on an as needed basis, without the prior approval of other Co-Applicants.

11.4 **Work Product.** Each Co-Applicant shall deliver its Work Product to the City in Event of Termination.

11.5 **Reimbursement.** A Co-Applicant may submit a final request for reimbursement within sixty (60) days of termination. City shall review and seek reimbursement for all Co-Applicant sums for services actually performed and properly accounted for prior to the effective date of termination. No reimbursement submittals will be processed if received more than sixty (60) days after termination. Requests for reimbursement shall include invoices and any other necessary documentation, as determined by subsequent agreement between the City and the Co-Applicant.

**Section 12. INDEMNIFICATION.**

Each Partner shall indemnify, defend, and hold the City and the City’s officers, agents, and employees harmless from all damages, costs and expenses, including reasonable attorneys’ fees, in law or equity, that may arise or be incurred due to the intentional or negligent acts, errors, or omissions of that Partner, its officers, agents, or employees, in the performance of this Partnership Agreement.

City shall indemnify, defend, and hold each Partner harmless from all damages, costs and expenses, including reasonable attorneys’ fees, in law or equity, that may arise or be incurred due to intentional or negligent acts, errors, or omissions of the City, its officers, agents, or employees, in the performance of this Partnership Agreement.

**Section 13. INSURANCE.**

13.1 **General Provisions.** Immediately upon the City’s issuance of the Notice to Proceed, Co-Applicants shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Partnership Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City’s Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law. Any Party that is an authorized self-insured public entity for purposes of Professional Liability, General Liability, and Workers’ Compensation warrants that it has the equivalent of the following coverages adequate to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Partnership Agreement and shall provide a self-insured affirmation letter to the City immediately upon the City’s issuance of the Notice to Proceed.

   a. **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on a Co-Applicant’s indemnification obligations.

   b. **Ratings.** Any insurance policy or coverage provided by a Co-Applicant or Subcontractors as required by this Partnership Agreement shall be deemed inadequate and a
material breach of this Partnership Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder’s rating of A or higher and a Financial Class of VII or higher.

c. **Cancellation.** The policies shall not be canceled unless thirty (30) days’ prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

d. **Adequacy.** City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by a Co-Applicant pursuant to this Partnership Agreement are adequate to protect that Co-Applicant. If Co-Applicant believes that any required insurance coverage is inadequate, Co-Applicant will obtain such additional insurance coverage as Co-Applicant deems adequate, at Co-Applicant’s sole expense.

13.2 **Workers’ Compensation Insurance.** By executing this Partnership Agreement, Co-Applicant certifies that Co-Applicant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers’ compensation, or to undertake self-insurance before commencing any of the work. Co-Applicant shall carry the insurance or provide for self-insurance required by California law to protect said Co-Applicant from claims under the Workers’ Compensation Act. Immediately upon the City’s issuance of the Notice to Proceed, Co-Applicant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Co-Applicant is self-insured for such coverage, or 2) a certified statement that Co-Applicant has no employees, and acknowledging that if Co-Applicant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days’ prior written notice before modification or cancellation thereof.

13.3 **Commercial General Liability and Automobile Insurance.** Immediately upon the City’s issuance of the Notice to Proceed, Co-Applicant shall obtain, and shall thereafter maintain during the term of this Partnership Agreement, commercial general liability insurance and automobile liability insurance as required to insure Co-Applicant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Co-Applicant. The City, and its officers, employees and agents, shall be named as additional insureds under the Co-Applicant’s insurance policies.

a. Co-Applicant’s commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor’s liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

b. Co-Applicant’s automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Co-Applicant’s automobile
and/or commercial general liability insurance policies shall cover all vehicles used in connection with Co-Applicant's performance of this Partnership Agreement, which vehicles shall include, but are not limited to, Co-Applicant owned vehicles, Co-Applicant leased vehicles, Co-Applicant's employee vehicles, non-Co-Applicant owned vehicles and hired vehicles.

c. Immediately upon the City's issuance of the Notice to Proceed, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Partnership Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

d. The insurance policy or policies shall also comply with the following provisions:

(1) If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

(2) The policy shall specify that the insurance provided by Co-Applicant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

Section 14. EFFECT OF THIS PARTNERSHIP AGREEMENT.

14.1 Each Party recognizes that another Party may need additional assurances regarding the TCC funding and the scope of work related to a CCI Project before the commencement of construction of any component of a CCI Project, including assurances for lenders and investors. Parties agree to cooperate with each other to reach mutual agreement on the Schedule of Performance, amendments to this Partnership Agreement, and other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications. Parties further understand and agree that the State of California retains the ultimate discretion to approve or deny TCC Grant funding. Each Party's execution of this Partnership Agreement is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon TCC Grant funding and award.
14.2 Nothing contained in this Partnership Agreement shall be construed to require, or have the effect of requiring, the City to take any action inconsistent with any applicable law, rule or regulation which governs the City's actions.

Section 15. NON-DISCRIMINATION.

Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Partnership Agreement.

Section 16. DISPUTES.

Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding the TCC Grant that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

Section 17. STATE DISCLAIMER.

Parties acknowledge that while the City has discussed the Project with the Strategic Growth Council, the State has not stated the conditions, if any, on which it would approve any approach to be funded pursuant to this Partnership Agreement. All terms and conditions stated in this Partnership Agreement or any other document regarding the Lead Applicant's or Co-Applicants' participation in the Project shall be modified as needed to meet all State requirements.

Section 18. MISCELLANEOUS.

18.1 Notices. Any notices, bills, invoices, or reports relating to this Partnership Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages, and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.

18.2 Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this Partnership Agreement nor shall any such member, official or employee participate in any decision relating to this Partnership Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
18.3 **Governing Law.** This Partnership Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

18.4 **Venue.** Any legal action related to the performance or interpretation of this Partnership Agreement shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location.

18.5 **No Third-Party Beneficiaries.** This Partnership Agreement is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this Partnership Agreement.

18.6 **Section Headings.** The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Partnership Agreement.

18.7 **Compliance with Laws and Regulations; Legal Authority.** By executing this Partnership Agreement, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this Partnership Agreement binds the Parties to perform any action that is beyond its legal authority.

18.8 **Authority.** The persons executing this Partnership Agreement or exhibits attached hereto on behalf of the Parties to this Partnership Agreement hereby warrant and represent that they have the authority to execute this Partnership Agreement and warrant and represent that they have the authority to bind the respective Parties to this Partnership Agreement to the performance of its obligations hereunder.

18.9 **Assignment.** The Parties shall not assign, transfer, or subcontract any interest in this Partnership Agreement without the prior written consent of the City. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder, without prior written consent of City shall be null, void and of no effect.

18.10 **Counterparts.** This Partnership Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

18.11 **Entire Agreement.** This Partnership Agreement, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this Partnership Agreement shall be in writing and acknowledged by all Parties to this Partnership Agreement.

[SIGNATURES ON FOLLOWING PAGES.]
IN WITNESS WHEREOF, the PARTIES hereto have caused this Partnership Agreement to be executed by their duly authorized representatives on the dates set forth below.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By: ____________________________
Name: ____________________________
Its: ____________________________
Dated: 2/27/20

ATTESTED TO:

By: ____________________________

APPROVED AS TO FORM:

By: ____________________________

Address:

City of Riverside
Attention: Jeff McLaughlin
3900 Main Street
Riverside, CA 92522
THE COUNTY OF RIVERSIDE,
a political subdivision of the State of
California, through the County of Riverside
Economic Development Agency

By: [Signature]
Name: Carrie Harmon
Its: Asst. Director
Dated: 2/20/2020

By: [Signature]
Name: [Name]
Its: Deputy County Counsel
Dated: 3/18/2020

Mailing Address:
Carrie Harmon, Director of Workforce Development
County of Riverside EDA
1325 Spruce Street, Suite 110
Riverside, CA 92507
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California joint powers authority

By: [Signature]

Name: Rick Bishop

Its: [Signature]

Dated: January 27, 2020

By: [Signature]

Name: [Signature]

Its: [Signature]

Dated: [Signature]

Mailing Address:

Western Riverside Council of Governments
Attn: Rick Bishop, Executive Director
3390 University Avenue, Suite 200
Riverside, CA 92501
WAKELAND HOUSING &
DEVELOPMENT CORPORATION,
a California nonprofit public benefit
corporation

By: [Signature]
Name: Kenneth L. Sauder
Its: President & CEO
Dated: 02/04/20

By: ________________________________
Name: ________________________________
Its: ________________________________
Dated: ________________________________

Mailing Address

Wakeland Housing and Development
Attn: Kenneth L. Sauder, President
1230 Columbia Street, #950
San Diego, CA 92101
RIVERSIDE COMMUNITY HEALTH FOUNDATION,
a California nonprofit corporation

By: [Signature]

Name: CRAIG MARSHALL

Its: BOARD CHAIRMAN

Dated: 1-27-2020

By: [Signature]

Name: DANIEL ANDERSON

Its: PRESIDENT/CEO

Dated: 02/18/2020

Mailing Address:

Riverside Community Health Foundation
Attn: Daniel Anderson, President/CEO
4275 Lemon Street
Riverside, CA 92501

Riverside Community Health Foundation
Attn: Craig Marshall, Board Chair
4275 Lemon Street
Riverside, CA 92501
RIVERSIDE TRANSIT AGENCY,
a California joint powers authority

By: [Signature]
Name: Larry Rubio
Its: CEO
Dated: 2-10-2020

Approved as to form:
By: [Signature]
Name: Barbara Raileanu
Its: General Counsel
Dated: 2/10/2020

Mailing Address
Riverside Transit Agency
Attn: Larry Rubio, Executive Director
1825 Third Street
Riverside, CA 92507

Riverside Transit Agency
Attn: Barbara Raileanu, General Counsel
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
GRID ALTERNATIVES,
a California nonprofit corporation

By: __________________________
Name: _________________________
Its: ___________________________
Dated: _________________________

By: __________________________
Name: JAIME ALONSO
Its: EXECUTIVE DIRECTOR
Dated: 1-10-2020

Mailing Address:

GRID Alternatives
Attn: Jaime Alonso
1660 Chicago Avenue
Riverside, CA 92507
RIVERSIDE UNIFIED SCHOOL DISTRICT,
a California public school district

By: ____________________________
Name: ___________________________
Its: ____________________________
Dated: __________________________

By: ____________________________
Name: ___________________________
Its: ____________________________
Dated: __________________________

30

170
SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP, 
   a California nonprofit corporation

By: ____________________________
Name: Margo Pedroso
Its: Deputy Director
Dated: 1/16/20

By: ____________________________
Name: ____________________________
Its: ____________________________
Dated: ____________________________

Mailing Address:

Safe Routes Partnership
Attn: Margo Pedroso, Deputy Director
P.O. Box 44328
Fort Washington, MD 20749
SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority

By: 

Name: Karen Williams

Its: DM/CFO

Dated: 02/05/2020

Mailing Address:

Santa Ana Watershed Project Authority
Attn: Richard E. Haller, General Manager
11615 Sterling Avenue
Riverside, CA 92503-4979
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California nonprofit corporation formed under Article IX of the California Constitution.

By: ____________________________

Name: Ursula N. Prins

Its: Provost Manager

Dated: 02/18/2020

Mailing Address

University of California Riverside
Attn: Ursula Prins
245 University Avenue Office Building
Riverside, CA 92521
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology

By: ____________________________

Name: __________________________

Its: _____________________________

Dated: __________________________

By: ____________________________

Name: __________________________

Its: _____________________________

Dated: __________________________
COMMUNITY SETTLEMENT
ASSOCIATION OF RIVERSIDE,
a California nonprofit corporation

By: [signature]
Name: Tom Podgorski
Its: Chair
Dated: 2/24/20

By: [signature]
Name: Daniel Anderson
Its: President/CEO
Dated: 02/13/2020

Mailing Address
Community Settlement Association of Riverside
Attn: Tom Podgorski, Chair
4366 Bermuda Avenue
Riverside, CA 92507

Daniel Anderson, President/CEO
4275 Lemon Street
Riverside, CA 92501
TREE PEOPLE,
a California nonprofit corporation

By: Cindy Montanez
Name: Cindy Montanez
Its: Chief Executive Officer
Dated: 1/13/2020

By: ______________________
Name: ______________________
Its: ______________________
Dated: ______________________

Mailing Address:

Tree People
Attn: Cindy Montanez, Chief Executive Officer
12601 Mulholland Drive
Beverly Hills, CA 90210
EXHIBIT “A”

PROJECT AREA
DEPARTMENT HEAD APPROVAL FORM
Contracts/Agreements

DATE: February 3, 2020

PARTIES: City of Riverside, Wakeland Housing and Development, and Various

PROJECT DESCRIPTION: Memorandum of Understanding (MOU) and Community Benefits Agreement (CBA) for submission of a 2019/2020 Transformative Climate Communities Implementation Grant

SCOPE OF CONTRACT/SERVICE: MOU and CBA

IF AN AMENDMENT, REASON FOR AMENDMENT (e.g., more time needed, additional scope added, extension permitted from original contract, etc.):

DEPARTMENT: Housing Authority

DIVISION MANAGER'S APPROVAL: _________________________

BUDGET ACCOUNT (GL Key and Object): _________________________

FUNDING AMOUNT: $________________________

CEDD FISCAL MANAGER VERIFICATION OF FUNDS: _________________________

DEPT. HEAD APPROVAL: _________________________

PROCUREMENT:
Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

✓ Formal Procurement (Bid #, RFP #, panel, etc.): Procurement to be followed for grant-funded projects as occurring. Follow Policy 01.000.00.

( ) Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): _________________________

( ) Emergency Procurement (date, event, etc.): _________________________

( ) Requisition Number: _________________________

( ) Date Approved by City Council/Board: Pending Approval on 2/11/2020

Purchasing Division Validation: _________________________ Date: 2/3/2020
CITY COUNCIL AND HOUSING AUTHORITY MINUTES

TUESDAY, FEBRUARY 25, 2020, 1 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

DISCLOSURE CALENDAR

<table>
<thead>
<tr>
<th>HOUSING AUTHORITY - GRANT APPLICATION - PARTNERSHIP AGREEMENT - STAKEHOLDER STRUCTURE FOR EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE - HOUSING PROJECT COMMUNITY BENEFITS AGREEMENT - WAKELAND ENTRADA LP - SUPPLEMENTAL APPROPRIATION - RESOLUTION</th>
</tr>
</thead>
</table>

Following discussion, the City Council (1) adopted a resolution authorizing the submission of an application to the Transformative Climate Communities Program administered through the California Department of Conservation for an amount not-to-exceed $28.2 million to implement clean energy, smart growth, and affordable housing projects in the greater Eastside Neighborhood, and authorizing the acceptance of the Grant upon award; (2) upon receipt of Grant funds, authorized an increase in revenue and an appropriation of expenditures in an amount up to $28.2 million in the Grants and Restricted Programs Fund, Housing Authority Division; (3) authorized the City Manager, or designee, to sign and execute all documents necessary in connection with the application for and the acceptance and implementation of the Grant, including agreements and payment requests which may be necessary to complete grant funded activities, and to make any minor and non-substantive changes thereto; (4) authorized the City Manager, or designee, to execute a Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative, including making any minor and non-substantive changes; (5) authorized the City Manager, or designee, to execute a Housing Project Community Benefits Agreement with Wakeland Entrada LP and the Housing Authority, including making minor and non-substantive changes; and (6) approved the list of eight projects identified in staff report for the Eastside Climate Collaborative Transformative Climate Communities Initiative; whereupon, the title having been read and further reading waived, Resolution No. 105-253 of the City of Riverside, California, Authorizing the Submission of an Application to the Transformative Climate Communities Program Administered through the California Department of Conservation and Authorizing the Execution of all...
 Required Documents by the City Manager or His Designee, was presented and adopted.

The Housing Authority authorized the Executive Director, or designee, to execute a Housing Project Community Benefits Agreement with Wake and Entrada LP and the City, including making minor and non-substantive changes.

The City Council adjourned at  p.m.

Respectfully submitted,

COLLEEN J. NICOL
City Clerk
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

DATE (MM/DD/YYYY): 2/26/2020

PRODUCER:
Cavignac & Associates
450 B Street, Suite 1800
San Diego CA 92101

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT
NAME: Certificate Department
PHONE (A/C No. Exp): 519-744-0574
FAX (A/C, No): 619-234-8601
ADDRESS: certificates@cavignac.com

INSURED:
Wakeland Housing & Development
1230 Columbia Street #350
San Diego, CA 92101

COVERAGE

COVERAGES CERTIFICATE NUMBER: 278159988

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER(S) AFFORDING COVERAGE NAIC#:

INSURER A: Philadelphia Indemnity Ins. Co 18058
INSURER B: Oak River Insurance Company 34630

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBJ.</th>
<th>LIMITS</th>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO PREMISES (EA occurrence)</td>
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<td></td>
<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td></td>
<td>GENERAL AGGREGATE</td>
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<td></td>
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<td></td>
<td>PRODUCTS - COMPOP AGG</td>
</tr>
<tr>
<td>A</td>
<td>AUTO LIABILITY</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
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<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION</td>
<td>N/A</td>
<td>E.L. EACH ACCIDENT</td>
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<tr>
<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101): Additional Remarks Schedule, may be attached if more space is required.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101): Additional Remarks Schedule, may be attached if more space is required.

CERTIFICATE HOLDER
Housing Authority of the City of Riverside
3900 Main Street
Riverside, CA 92522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT “C”

Project
Project # and Name: 2 - Water-Energy Community Action Network
Strategy: Water Efficiency

Lead Entity: The Santa Ana Watershed Project Authority

Project Description: The Santa Ana Watershed Project Authority, a regional water agency, will acquire the services of a consultant to remove and replace approximately 100,000 square feet of grass with water-wise landscaping. The properties targeted for the project, the Water Energy Community Action Network (WECAN), will be single family residential homes (approximately 100 homes). Outreach to residents in the Project Area will be coordinated with Riverside Public Utilities (RPU) and the Eastside Climate Collaborative (ECC) outreach initiatives.

Operations & Maintenance Plan: The maintenance of installed landscapes will primarily be the responsibility of the homeowner, who will be trained on drought-tolerant landscape maintenance and will sign a Participant Agreement committing to keeping the newly installed landscape for a minimum of five (5) years. The landscape contractor will also provide two follow-up visits approximately 30 days and 90 days after the installation.

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable(s)</th>
<th>Timeline</th>
<th>Grant Funds</th>
<th>Leverage Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1: Project Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| A: Procure and execute contracts with consultant(s) | A: 1) Final notice of bid selection  
2) Contract including budget and schedule with contractor for turf removal | 2021-2024 | $24,515.50 | $0 |
| B: Invoice/Reporting - Compile invoices and report work completed to Riverside | B: 1) Invoices and reports that include summaries of work completed | | | |
| C: Data Collection | C: Data Reports that summarize energy and water saving benefits from turf removal and landscape installation | | | |
| **Task 2: Customer Outreach and Landscape Improvements** | | | | |
| A: Outreach to residents in the Project Area, in coordination with RPU and the ECC outreach initiatives | A: 1) Summary of outreach activities to residents in the Project Area (billing inserts, community events, targeted emails, etc.) | 2021-2024 | $520,500.00 | $100,000 |
| B: Remove 100,000 square feet of turf, install drought tolerant landscapes, and modify irrigation at approximately 100 single-family homes | B: 1) Consultant invoices  
2) Photo documentation of completed work  
3) Summary of services provided (address, # of sq. ft removed) | | | |
| C: Provide maintenance training to all customers who receive a landscape installation | C: 1) Final training materials  
2) Summary of participant agreements | | | |
<table>
<thead>
<tr>
<th>Lead Entity Indirect Costs</th>
<th>Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.</th>
<th>Project Completion Period</th>
<th>$47,401.50</th>
<th>$0</th>
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<tbody>
<tr>
<td></td>
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<td>Project Total</td>
<td>$592,417.00</td>
<td>$100,000</td>
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</table>
EXHIBIT “D”

Budget
Transformative Climate Communities Program
Round 3 Application

Lead Entity: Santa Ana Watershed Project Authority
Strategy: 5 - Water Efficiency
Lead Applicant: City of Riverside
Proposal Name: Water-Energy Community Action Network
Jurisdiction: City of Riverside

5 - WECAN

<table>
<thead>
<tr>
<th>TASK #</th>
<th>COST CATEGORY</th>
<th>COST DESCRIPTION</th>
<th>COST PER UNIT ($)</th>
<th>UNITS</th>
<th>TOTAL PROJECT COST</th>
<th>TCC GRANT FUNDS</th>
<th>TOTAL LEVERAGE</th>
<th>[LEVERAGE 1]</th>
<th>[LEVERAGE X]</th>
<th>Check: TOTAL LEVERAGE + TOTAL GRANT FUNDS = TOTAL</th>
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</thead>
<tbody>
<tr>
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<td>1</td>
<td>Direct Costs</td>
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<td>1</td>
<td>Direct Costs</td>
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<tr>
<td>1</td>
<td>Direct Costs</td>
<td>Outreach, turf removal, landscape install</td>
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<td>100,000</td>
<td>$600,000.00</td>
<td>$500,000.00</td>
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<tr>
<td>2</td>
<td>Direct Costs</td>
<td>Outreach material, posters, brochures</td>
<td>$100.00</td>
<td>200</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$ -</td>
<td>-</td>
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Percent of Request

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<tr>
<th>Direct Costs</th>
<th>Indirect</th>
<th>Predevelopment</th>
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<tbody>
<tr>
<td>92.0%</td>
<td>8.0%</td>
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Total

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<tr>
<th>Direct Costs</th>
<th>Indirect</th>
<th>Predevelopment</th>
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<tbody>
<tr>
<td>$545,015.80</td>
<td>$47,401.50</td>
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</table>

Total: $692,417.30
EXHIBIT “E”

Key Personnel
EXHIBIT “F”

Authorized Signatures on Transaction Documents
COMMISSION MEMORANDUM NO. 2021.9

DATE: February 2, 2021

TO: SAWPA Commission

SUBJECT: Fiscal Year 2021-2022 and Fiscal Year 2022-2023 Revised Budget Schedule

PREPARED BY: Karen Williams, DGM/CFO

RECOMMENDATION
It is recommended that the Commission receive and file the FY 2021-2022 and 2022-2023 Revised Budget Schedule.

DISCUSSION
On December 1, 2020, the Commission was presented the FY 2022-2023 Budget Schedule. On the original schedule, the first draft of the budget was to be presented to the member agencies finance staff on February 11, 2021. The new SAWPA General Manager does not start until February 15, 2021. To give the new General Manager a chance to review and understand the FY 2022-23 Budget, staff recommends the Budget Schedule be revised and shift most dates back one month.

The original budget schedule had room to shift many of the dates, if necessary, and still allow ample time for the Commission to approve the Budget on schedule. The final budget approval dates have not been changed from the original schedule.

RESOURCE IMPACTS
None.

Attachment:
1. Revised Budget Schedule
# Fiscal Year 2021-22, 2022-23
## Revised Budget Schedule

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Day</th>
<th>Original Date</th>
<th>Revised Date</th>
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<tbody>
<tr>
<td>Commission Budget Overview</td>
<td>Tue.</td>
<td>January 19, 2021</td>
<td>January 19, 2021</td>
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<tr>
<td><em>Budget Process, Goals &amp; Objectives</em></td>
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<tr>
<td>Budget Workshop - First Draft</td>
<td>Thurs.</td>
<td>February 11, 2021</td>
<td>March 11, 2021</td>
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<tr>
<td><em>Chief Financial Officers</em></td>
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<tr>
<td>Commission Budget - First Draft</td>
<td>Tue.</td>
<td>February 16, 2021</td>
<td>March 16, 2021</td>
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<tr>
<td><em>OWOW &amp; Roundtable Budgets</em></td>
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<td>Commission Budget - First Draft</td>
<td>Tue.</td>
<td>March 2, 2021</td>
<td>April 6, 2021</td>
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<tr>
<td><em>General Fund Budgets</em></td>
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<td>PA24 Committee Budget - First Draft</td>
<td>Tue.</td>
<td>March 2, 2021</td>
<td>April 6, 2021</td>
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<td><em>Brine Line Budget</em></td>
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<td>Tue.</td>
<td>April 6, 2021</td>
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<td><em>Budget Review/Approval</em></td>
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<td>PA22 Budget Presentation</td>
<td>Tue.</td>
<td>April 13, 2021</td>
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<td><em>Budget Review/Approval</em></td>
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<td>April 20, 2021</td>
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<td>April 22, 2021</td>
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<td>PA24 Committee Budget Presentation</td>
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<td><em>Consideration/Adoption</em></td>
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<td><em>Consideration/Adoption (If needed)</em></td>
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<tr>
<td>Budget Ratification by Member Agencies</td>
<td>Wed.</td>
<td>June 30, 2021</td>
<td>June 30, 2021</td>
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*Revised Budget Schedule FYE 2022-23.xls*
EMPLOYMENT AGREEMENT

THIS AT-WILL EMPLOYMENT AGREEMENT is effective as of February 15, 2021, between the SANTA ANA WATERSHED PROJECT AUTHORITY, a joint powers public agency (hereinafter, "SAWPA" or "Employer"), and JEFFREY MOSHER, an individual (hereinafter, "MOSHER" or "Employee"). SAWPA and MOSHER are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

1. Duties and Authority. SAWPA, by and through SAWPA's Commission, hereby employs MOSHER as the General Manager of SAWPA, with full power and authority to perform all of the duties set forth in SAWPA's Joint Powers Agreement, the Municipal Water District Law, and SAWPA ordinances and resolutions. MOSHER shall serve at the pleasure of the Commission. MOSHER's duties shall include, but shall not be limited to, supervising SAWPA personnel and financial matters, attending meetings of SAWPA's Commission and its Committees, supervising the administration of all operations of SAWPA, and managing and conducting all of the business of SAWPA, subject to policies set by the Commission. In addition, MOSHER shall perform any special duties assigned or delegated to him by the Commission.

2. Restrictions on Outside Business Activities. During his employment, MOSHER shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and shall not, without SAWPA's Commission's prior written consent, render to others services of any kind for compensation, or engage in any others business activity that would interfere with the performance of his duties as SAWPA's General Manager.

3. Reasonable Time and Effort Required. During his employment, MOSHER shall devote such time, interest, and effort to the performance of this Agreement as may be fairly and reasonably necessary. The Parties agree that the General Manager's position at SAWPA is a full-time position.

4. Place of Employment. Unless the Parties agree otherwise in writing, MOSHER shall perform the services he is required to perform under this Agreement at SAWPA's offices, located in Riverside, California; provided, however, that SAWPA may, from time-to-time, require MOSHER to travel temporarily to other locations on SAWPA's business.

5. Termination of Employment.

   a. By Employer Not for Cause. At any time, Employer may terminate Employee without cause. In the event Employer terminates Employee without cause, Employer shall pay Employee all compensation due and owing through the last day actually worked, including but not limited to accrued sick leave in accordance with SAWPA policy, plus a sum equal to six (6) months of Employee's salary, contingent on Employee executing a settlement and release, releasing any claims Employee may have against Employer. Employer may discipline or dismiss Employee as provided in this Section 5.
notwithstanding anything to the contrary contained in or arising from any statement, policies, or practices of Employer relating to the employment, discipline, or termination of its employees. If Employee is subsequently convicted of a crime involving an abuse of his office or position (as defined in Government Code Section 53243.4 or its successor), Employee shall reimburse Employer the full amount of the cash settlement or severance described above. Payment for accumulated and unused leave will be addressed in the same manner as for other management employees, per Section 7, below.

b. **By Employer For Cause.** At any time, and without prior notice, Employer may terminate Employee for cause. If employee is terminated for cause, he shall not be entitled to any severance pay. Employer shall pay Employee all compensation then due and owing, including but not limited to accrued sick leave in accordance with SAWPA policy; thereafter, all of Employer's obligations under this Agreement shall cease. Termination shall be for cause if based on: (i) willful and intentional misappropriation or theft of Authority funds or property; (ii) possession, use or sale of illegal drugs on Authority property or reporting for duty under the influence of alcohol or illegal drugs (including, but not limited to marijuana which remains illegal under federal law); (iii) pleading guilty or being convicted of a felony or conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (a plea or verdict of guilty or finding of guilt by a court in a trial without a jury is deemed to be a conviction within the meaning of this clause irrespective of a subsequent order under provisions of Section 1203.4 of the Penal Code allowing withdrawal of a plea of guilty and entering a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusations or information); (iv) willful or malicious violation of the Authority's Policies and Procedures; (v) willful or malicious breach of recognized professional standards; (vi) breach of any material term of this Agreement; (vii) willful or persistent material breach of duties; (viii) engaging in unlawful discrimination or harassment of employees or any third party while on SAWPA premises or time; or (ix) unauthorized absence for more than three days.

c. **By Employee.** At any time, Employee may terminate this Agreement and resign his employment by providing Employer thirty (30) days advance written notice. Employer shall have the option, in its complete discretion, to terminate Employee at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the above notice period; thereafter all of Employer's obligations under this Agreement shall cease.

d. **Termination Obligations.**

i. Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer discs (and other computer generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared
by Employee in the course of or incident to his employment, belongs to Employer and shall be returned promptly to Employer upon termination of the Period of Employment.

ii. All benefits to which Employee is otherwise entitled shall cease upon Employee's termination, unless explicitly continued under this Agreement, under any specific written policy of benefit plan of Employer, or pursuant to California or Federal law.

iii. The representations and warranties contained in this Agreement and Employee's obligations under this Section 5(d) on Termination Obligations shall survive the termination of the Period of Employment and the expiration of this Agreement.

iv. Following any termination of Employment, Employee shall fully cooperate with Employer in all matters relating to the winding up of pending work on behalf of Employer and the orderly transfer of work to other employees of Employer. Employee shall also cooperate in the defense of any action brought by any third party against Employer that relates in any way to Employee's acts or omissions while employed by the Employer.

6. Salary and Salary Increases

a. SAWPA shall pay MOSHER for services rendered pursuant hereto an annual base salary of $259,000.00. This salary will be paid in installments at the same time as other executive management employees of SAWPA are paid.

b. In addition, SAWPA agrees to undertake an annual performance review of MOSHER for each year. Pursuant to said review, SAWPA may make salary adjustments as deemed appropriate by the Board of Commissioners. For the purposes of adjustments due to cost of living (COLA) changes, MOSHER will receive the adjustments offered by SAWPA to other executive management employees unless the Commission decides otherwise at the time of each COLA approval.

c. MOSHER shall be eligible for an annual performance award. Said award shall be based upon an annual review by SAWPA and shall be offered at the sole discretion of SAWPA. Should a performance award be issued by SAWPA to MOSHER, MOSHER may elect to take said performance award in the form of a lump sum cash payment, equal installments over a one-year period, deferred compensation or, alternatively, vacation time, although the part of the award taken as vacation may not exceed five days.

d. SAWPA shall establish for MOSHER a 401(a) retirement savings plan, to which SAWPA may contribute per Commission action in conjunction with each annual performance review.

e. MOSHER may, at his option, require that such portion of the basic salary as he may designate be put into tax-sheltered investments as deferred income.
f. MOSHER shall be enrolled in the CalPERS pension program on the same basis as other SAWPA employees.

7. Benefits. During his employment at SAWPA, MOSHER shall be entitled to receive all other standard benefits (including, but not limited to, vacation, health, major medical, dental and vision insurance benefits) and employee-paid benefits of employment available to SAWPA's other executive and managerial employees, except as provided below:

a. MOSHER will also be entitled to 45 hours paid Management Leave each year. Any unused Management Leave shall be treated in accordance with applicable SAWPA policy;

b. MOSHER will also be entitled to 12 days of compensated sick leave each year, to be taken, if required, whenever necessary throughout the year. Accrual and use of unused sick leave shall be subject to the current policy for all SAWPA employees;

c. SAWPA will pay MOSHER a monthly automobile allowance of $1,000.00, representing full compensation for all costs, mileage, expenses, depreciation, maintenance, repairs, insurance, gas, tires, oil and all other incidental expenses associated with the use of MOSHER's personal auto on SAWPA business;

d. Subject to the availability of funds, SAWPA agrees to pay, or to reimburse MOSHER, for any budgeted, reasonable and necessary membership dues in professional organizations.

8. Expenses. During the employment term, SAWPA shall reimburse MOSHER for budgeted and reasonable out-of-pocket expenses for travel, food, and lodging while away from home in Southern California, on SAWPA business, subject to such policies as SAWPA may from time-to-time reasonably establish for its employees. Additionally, MOSHER shall be entitled to Commission-approved or budgeted and reasonable reimbursement for continuing education expenses, for attendance at conventions, conferences and annual meetings and selected committee meetings of water resources related organizations, and for meetings with representatives of organizations and agencies relevant to SAWPA's business.


a. Integration. Subject to all applicable Government and Water Code sections, this Agreement contains the entire agreement between the Parties, and supersedes all prior oral and written agreements, understandings, commitments, and practices between the Parties, including all prior employment agreements, whether or not fully performed by either Party before the date of this Agreement. No amendments to this Agreement may be made except by writing signed by the Parties.
b. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances it shall nevertheless remain in full force and effect in all other circumstances.

c. **Arbitration.** Any dispute which may arise by and between SAWPA and MOSHER in connection with this Agreement shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") at its Inland Empire office, or its successor, in accordance with its rules that are in effect for employment matters at the time of the commencement of the arbitration proceeding, and as set forth in this Subparagraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Limited discovery may be conducted in the arbitration proceeding upon a showing of good cause and approval of the arbitrator. Unless the Parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to nonbinding mediation, conducted by JAMS in accordance with its rules and procedures for such mediation. SAWPA shall pay all fees charged by JAMS for such mediation and arbitration proceedings. If the dispute relates to whether SAWPA had cause to terminate MOSHER's employment and the arbitrator finds that there was not cause to terminate his employment as required by the contract, the remedy shall be limited to six months of MOSHER's salary.

d. **Agreement is Binding.** This Agreement shall be binding upon and inure to the benefit of SAWPA, its successors and assigns, and shall be binding upon MOSHER, his administrators, executors, legatees, heirs, and assigns.

e. **Waiver.** The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

SANTA ANA WATERSHED PROJECT AUTHORITY,
a Joint Powers Public Agency

By: _______________________________  Dated: February ____, 2021
    Jasmin A. Hall, Chair

_____________________________  Dated: February ____, 2021
Jeffrey Mosher, General Manager
RESOLUTION NO. 2021-3

A RESOLUTION OF THE COMMISSION OF THE SANTA ANA WATERSHED PROJECT AUTHORITY RECOGNIZING RICHARD HALLER FOR HIS SERVICE

WHEREAS, Richard Haller has served with distinction as General Manager and Executive Manager of Engineering and Operations for the Santa Ana Watershed Project Authority since 2001; and

WHEREAS, Mr. Haller provided insight and leadership during determinative and dynamic evolutionary periods of the Santa Ana Watershed Project Authority; and

WHEREAS, during his service, Mr. Haller was a member of the Orange County Sanitation District Joint Policy Committee, along with SAWPA Commissioners, OCSD Board Members, and OCSD staff, and he served in that capacity since its inception in 2014; and,

WHEREAS, Mr. Haller championed and directed numerous significant, far-reaching accomplishments during his service, including:

- Successfully worked on resolving a protracted, longstanding disagreement between the Santa Ana Watershed Project Authority and the Orange County Sanitation District, thereby cementing a mutually successful, beneficial relationship enjoyed to the present day;
- Unprecedented cooperation of numerous entities resulting in successful relocation of the Santa Ana River Interceptor (SARI) pipeline as part of the Santa Ana River Main Stem Project;
- Development and implementation of a highly successful and collaborative pretreatment program, with the Santa Ana Watershed Project Authority serving as Delegated Control Authority and the Orange County Sanitation District as Control Authority;
- Visionary leadership in recognizing added value of the Inland Empire Brine Line to the region, local business and to its customers;
- Completion and adoption of the One Water One Watershed (OWOW) Plan Update 2018;
- Ratification and Granting of OWOW Round 2 Project Portfolio comprising 19 projects and representing a total investment of approximately $168 Million;
- Securing a 2014 OWOW Emergency Drought Grant to support an Interregional Landscape Water Demand Reduction Program representing a water use efficiency investment of approximately $22 Million;
- Leading the resolution and execution of the Cooperative Agreement for Integrated Regional Water Management Funding in the Santa Ana Funding Area among SAWPA and Orange County parties which was instrumental in maintaining funding equity and ensuring the integrity of One Water One Watershed as one Region and one Funding Area in the Santa Ana River Watershed; and,
- Securing over $55 Million of Proposition 84 grant funding for the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP), a watershed-scale, $100 Million program developed by five regional water agencies in a collaborative effort to bank imported water for enhancing water supply reliability and increasing available dry year supplies throughout the Santa Ana River Watershed.
WHEREAS, the Santa Ana Watershed Project Authority Commission and staff wish to acknowledge the contributions of Richard Haller over these many years of service.

NOW, THEREFORE, BE IT RESOLVED by the Santa Ana Watershed Project Authority Board of Commissioners as follows:

1. That the Santa Ana Watershed Project Authority Commission and staff acknowledge the contributions of Richard Haller to provide a reliable, high-quality water supply through environmentally responsible measures within the Santa Ana River Watershed; and,

2. That the Santa Ana Watershed Project Authority Commission and staff recognize Richard Haller for his dedicated service and leadership to the water community and residents of Southern California; and,

3. That this Resolution No. 2021-3 be entered into the records of the Santa Ana Watershed Project Authority and an original presented to Mr. Haller.

ADOPTED this 2nd day of February, 2021.

SANTA ANA WATERSHED PROJECT AUTHORITY

Jasmin A. Hall, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board