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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 City of Stockton, 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 ten million, eight-hundred and thirty-four thousand, four-hundred and ninety dollars and zero cents (\$10,834,490.00), 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
- vi. “AHSC Guidelines” – The 2018/2019 AHSC Final Guidelines adopted October 31, 2019 and amended December 9, 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 three (3) years, not to exceed September 30<sup>th</sup> 2023, 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 end of the Project Completion Period 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 September 30<sup>th</sup>, 2024.
- 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
- 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 up to three (3) years after execution of the grant agreement, not to exceed September 30<sup>th</sup>, 2023. 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 **September 30<sup>th</sup>, 2024**, unless otherwise terminated or amended.

Grantee must demonstrate that the community benefits described in the Community Engagement and Displacement Avoidance Plans will continue throughout the Project Completion Period. 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-8) 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 September 30<sup>th</sup>, 2024.
- 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:

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- 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.
- vi. 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.

### 13. Payment Provisions

- 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 grant award allocated to the 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
  - (vi) 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.
- iii. 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.
- iv. 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](http://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](http://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:

**STOCKTON RISING**

**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 @CAClimateInvest 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 maybe 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

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

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.

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
Grant Number: SGC20107, City of Stockton

**EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES**

**Total Awarded Grant Funds**

The total amount awarded for this grant will not exceed ten million, eight-hundred and thirty-four thousand, four-hundred and ninety dollars and zero cents (\$10,834,490.00).

**Total Leverage Funds**

The total leverage funds for this grant will equal no less than twenty million, three-hundred and ninety-three thousand, three-hundred and seventy-eight dollars and forty cents (\$20,393,378.40).

**Summary Budget**

<b>TCC Project Component</b>	<b>Lead Entity</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Grantee Costs	City of Stockton	\$ 580,000.00	\$0
1 - Miner Avenue Complete Streets Improvement	City of Stockton Public Works Department	\$ 1,500,000.00	\$ 17,808,920.20
2 - Climate Careers Energy	Rising Sun Center for Opportunity	\$ 1,301,400.48	\$0
3 - Climate Careers Water	Rising Sun Center for Opportunity	\$ 1,198,599.52	\$0
4 - Stockton Energy for All Single-Family	GRID Alternatives	\$ 1,124,625.00	\$ 1,134,022.20
5 - Stockton Energy for All Multi-Family	GRID Alternatives	\$ 944,656.80	\$ 297,150.32
6 - Urban Forest Renovation Project	City of Stockton Public Works Department	\$ 1,835,000.00	\$0
7 - Edible Education at Home	Edible Schoolyard Project	\$ 400,000.00	\$ 51,533.20
Community Engagement Plan	Public Health Advocates	\$ 866,759.20	\$0
Workforce Development and Economic Opportunities Plan	Rising Sun Center for Opportunity	\$ 541,724.50	\$ 1,101,752.48
Displacement Avoidance Plan*	City of Stockton	\$0	TBD
Indicator Tracking Plan	City of Stockton	\$ 541,724.50	\$0
<b>TCC Project Total</b>		<b>\$ 10,834,490.00</b>	<b>\$ 20,393,378.40</b>

\*Leverage Funds for the Displacement Avoidance Plan will be amended within the first year of grant execution, once the project reimbursement conditions are fulfilled.

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
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**Budget and Schedule of Deliverables for Grantee**

<b>Grantee Costs</b>				
<b>Description:</b> The City will hire staff to administer and oversee the TCC Implementation Grant. This budget will support the salaries of a Program Manager and supporting staff who will be responsible for fulfilling all administrative requirements of the TCC Implementation Grant (e.g. reporting and invoicing), as well as coordinating the implementation of all projects, transformative plans, and all other TCC-related activities. The budget also includes funding for the equipment necessary to carry out this work (e.g. laptops). The positions supported by the TCC Implementation Grant will report directly to the City Manager's Office.				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Lead Entity Direct Costs</b>	Grant administration	Project Completion Period	\$560,000.00	\$0
<b>Equipment (entire project)</b>	3 Laptops 3 Sets of Computer Equipment (Mouse, Keyboard, Docking Station, Wires) 6 Monitors 3 Monitor Mounts 3 Desk Phones 3 Computer Bags 3 Sets of Office Furniture (Desks, Chairs, Filing Cabinets, Whiteboards)	Project Completion Period	\$20,000.00	\$0
<b>Grantee Total</b>			<b>\$580,000.00</b>	<b>\$0</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
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**Budget and Schedule of Deliverables for Funded Projects**

<b>Project # and Name:</b> 1 - Miner Avenue Complete Street Improvement		<b>Strategy:</b> Active Transportation		
<b>Lead Entity:</b> City of Stockton				
<b>Project Description:</b> The project will transform a ten-block auto-dominated thoroughfare in Downtown Stockton, on Miner Avenue between Center Street and Aurora Street, into a marquee “complete street”, and will provide linkage to the Downtown Transit Center and the Robert Cabral Rail Station as well as nearby schools and parks. Improvements will include re-establishing a tree canopy, more accessible sidewalks, new pedestrian-oriented lighting, bike lanes, and street furniture activating the street for pedestrians, bicycles, and transit. The project will result in over 100 new trees, 485 shrubs, new topsoil and landscaping, 34 streetlights, 14 bike racks, 15 benches, upgraded utility connections, new paint striping, and traffic signal upgrades.				
<b>Operations &amp; Maintenance Plan:</b> The City of Stockton Public Works Department will be responsible for the long-term operations and maintenance of the new infrastructure.				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 1: Site Preparation &amp; Demolition</b>				
A: Mobilization, traffic control, construction surveying, and grading along Miner Avenue	A: Construction mobilization, traffic control, construction surveying and grading and site preparation to install new infrastructure	Grant Execution - 2023	\$573,065.00	\$4,780,615.00
B: Removal of 1,500 CY of existing curb, gutter and sidewalk, and 2,390 CY of pavement	B: Removal of existing curb, gutter and sidewalk, and pavement			
C: Removal of 3,004 LF of existing sewer, 3 maintenance holes, and 1,619 LF of storm utilities	C: Removal of existing sewer, maintenance holes and storm utilities			
D: Clearing and grubbing, remove 16 existing trees, decorative art, 8 bench/trash receptacles, 48 roadside signs and 31 roadside posts	D: Clearing and grubbing, removal of existing trees, decorative art, bench/trash receptacles, roadside signs and posts			

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 1 - Miner Avenue Complete Street Improvement		<b>Strategy:</b> Active Transportation		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 2: Hardscape</b>				
A: Construct sidewalk, colored concrete band and stamped concrete along Miner Avenue	A: 59,651 SF of sidewalk, 7,842 SF of colored concrete band and 20,910 SF of stamped concrete	2021 - 2023	\$531,735.00	\$4,365,220.00
B: Construct concrete curb and gutter, miscellaneous curb, miscellaneous concrete, and install commercial driveways	B: 6,302 LF of concrete curb and gutter, 5,838 LF of miscellaneous curb, and 1,744 LF of miscellaneous concrete, and install 16 commercial driveways			
C: Repair pavement with base failure repairs, grind and overlay, asphalt deep lift	C: Repair and replace pavement with 17,238 SF of base failure repairs, 370,624 SF of grind and overlay and 87,389 SF of asphalt deep lift to provide for new street pavement improvements.			
<b>Task 3: Utilities</b>				
A: Install sewer trunk line, new lateral pipe and lateral reconnections, and sewer cleanouts along Miner Avenue	A: 2,879 LF of sewer trunk line, 121 LF of new lateral pipe and 17 lateral reconnections, and 3 sewer cleanouts	2021 - 2023	\$116,050.00	\$2,411,690.00
B: Install storm drainpipe, new catch basins, install maintenance holes	B: 3,090 LF of storm drainpipe, 59 new catch basins, install 34 maintenance holes			
C: Install water service connections, fire sprinkler services, new fire hydrants and adjust fire hydrants, utility boxes, and maintenance holes to grade	C: 3 water service connections, 5 fire sprinkler services, 2 new fire hydrants and adjust 12 fire hydrants, 67 utility boxes, and 15 maintenance holes to grade			

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 1 - Miner Avenue Complete Street Improvement</b>		<b>Strategy: Active Transportation</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 4: Electrical</b>				
A: Install Traffic Signal upgrades, signal timing elements and bicycle detection loops at various intersections along Miner Avenue	A: Traffic signal upgrades, signal timing elements and bicycle detection loops at various intersections	2021 - 2023	\$115,650.00	\$1,585,594.00
B: Install streetlights, conduits and conductors, and service cabinet	B: 34 streetlights, 3,106 LF of conduits and conductors and 1 service cabinet			
<b>Task 5: Landscape and Amenities</b>				
A: Install a new Irrigation system and controller, booster pump, water service and backflow for landscaping along Miner Avenue	A: New irrigation system and controller, 1 booster pump, 1 water service and backflow	2021 - 2023	\$157,200.00	\$825,944.00
B: Install new trees, 5-gallon shrubs, 1-gallon shrubs, topsoil and boulders for landscaping along the sidewalk and median	B: 117 new trees, 353 5-gallon shrubs, 132 1-gallon shrubs, 1009 CY of topsoil, and 73 boulders			
C: Furnish and install new street furniture (15 benches, 14 bike racks, 16 trash receptacle) and 132 bollards	C: New street furniture/amenities (15 benches, 14 bike racks, 16 trash receptacle) and 132 bollards			
D: 1-year landscape maintenance for landscape improvements along Miner Avenue between Center Street and Aurora Street	D: Landscape maintenance plan (1-year Contractor commitment)			
<b>Task 6: Pavement Marking &amp; Signage</b>				
A: Install white thermoplastic, yellow thermoplastic, and green thermoplastic striping (crosswalks, lane lines, parking, and bicycle lanes) along Miner Avenue	A: Approximately 18,637 LF of white thermoplastic, 5,585 LF of yellow thermoplastic, and 666 LF of green thermoplastic striping (crosswalks, lane lines, parking, and bicycle lanes)	2021 - 2023	\$6,300.00	\$205,009.00
B: Install paint for striping	B: Approximately 1,518 LF of paint for striping			

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 1 - Miner Avenue Complete Street Improvement		<b>Strategy:</b> Active Transportation		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Install new signage	C: New signage (273 new signs and 36 posts)			
<b>Task 7: Project Administration</b>				
A: Manage and oversee implementation of the design and construction of the project	A: Final project execution and ongoing reimbursement and reporting	Project Completion Period	\$0	\$3,634,848.20
		<b>Project Total</b>	<b>\$1,500,000.00</b>	<b>\$17,808,920.20</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 2 - Climate Careers Energy		<b>Strategy:</b> Solar Installation and Energy Efficiency		
<b>Lead Entity:</b> Rising Sun Center of Opportunity				
<p><b>Project Description:</b> Rising Sun will operate its Climate Careers program throughout the Project Area, hiring low-income youth to deliver Green House Calls and benefit from an earn-and-learn experience focused on residential energy efficiency services. There will be 56 seasonal positions recruited for across both Rising Sun programs (TCC Projects #2 and #3). The services provided will allow community residents to receive energy efficient measures and will educate residents around energy conservation/efficiency within the household. Rising Sun will provide the services to 812 residents across both programs within Rising Sun to install energy efficiency measures such as LEDs, refrigerators, water heater blankets, and smart thermostats. Youth employed providing the services to residents will also benefit by receiving: professional development workshops, a paid work experience, environmental justice and education workshops, and one-on-one interactions with Youth Development Specialists. Rising Sun will also provide at least 10 participants a work experience opportunity, over the course of the project term as well. In addition, Rising Sun is coordinating pre-apprenticeship pipeline opportunities for youth in the Climate Careers program through the TCC Workforce Development and Economic Opportunities Plan.</p>				
<p><b>Operations &amp; Maintenance Plan:</b> Rising Sun Center for Opportunity will be responsible for project operations and maintenance. Clients participating in Rising Sun's services will be able to express any challenges faced post their service date (e.g. Item is defective). Rising Sun will work with the recipient of the service to remedy the situation within the grant term. Standard quality assurance steps will be taken on a case by case basis.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Research and Program Redesign</b>				
A: Program redesign	A: Updated curriculum and staffing models	Grant Execution - End of Project Completion Period	\$370,038.30	\$0
B: Hire new staff to work on TCC project	B: Hire 1 full time employee (staff time and costs split between both Rising Sun projects)			
C: Analyze data from materials installed during the previous years to get an accurate projection for materials needed in 2021	C: Inventory forecast			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Project # and Name: 2 - Climate Careers Energy		Strategy: Solar Installation and Energy Efficiency		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 2: Outreach and Recruitment</b>				
A: Create outreach and marketing materials to generate community interest and awareness of project	A: 1) Clear, concise door hangers 2) One-page guides 3) Program postcards 4) Digital flyers for email distribution	2021 - 2023	\$203,540.82	\$0
B: Conduct outreach throughout the project area to secure sign-ups for service	B: 812 sign-ups (across both Energy and Water projects implemented by Rising Sun)			
C: Enter into contracts with 3 outreach partners to engage with organizations and groups in the determined communities, and to further support the recruitment of Green House Call recipients	C: Contracts with 3 outreach partners (across both Energy and Water projects implemented by Rising Sun)			
D: Hire and onboard seasonal staff	D: 1) Job descriptions for each position type 2) Hire seasonal staff to work on both Energy and Water projects implemented by Rising Sun: 40 Energy Specialists/Drivers 5 Leaders in Field Training 8 Summer Program Managers 3 Youth Development Specialists 3 Operations Coordinators			

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 2 - Climate Careers Energy</b>		<b>Strategy: Solar Installation and Energy Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 3: Program Implementation</b>				
A: Train Site Program Managers and Summer Program Managers on Rising Sun policies and processes	A: 1) Training materials from 2-week training 2) Documentation that all staff completed training	2021 - Project Completion Period	\$371,977.14	\$0
B: Train Leaders in Field Training, Operations Coordinator, and Youth Development Specialists on Rising Sun policies, processes, and Green House Calls procedures	B: 1) Training materials from 2-week training 2) Documentation that all staff completed training			
C: Train Energy Specialists and Energy Specialists Drivers on Rising Sun policies, processes, and participate in professional development and ecoliteracy workshops	C: 1) Training materials from 1-week training 2) Documentation that all staff completed training			
D: Rising Sun will conduct Green House Calls throughout project area over a 6-week period	D: 812 house calls (Year 1: 325, Year 2: 325, Year 3: 162 - across both Energy & Water projects implemented by Rising Sun)			
E: Energy efficiency measures installed	E: 1) 6,250 A19 LEDs 2) 1,250 BR30 LEDs 3) 875 LED night lights 4) 625 tier II advanced powerstrips			
F: Energy efficiency appliance upgrades installed	F: 1) 238 refrigerators 2) 225 water heater blankets 3) 202 smart thermostats			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 2 - Climate Careers Energy</b>		<b>Strategy: Solar Installation and Energy Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
G: Connect eligible households with partner organizations to have additional appliances purchased and installed	G: 1) Number of households connected to appliance upgrade programs 2) Installations and appliances purchased as a part of the programs			
H: Career exploration workshops	H: 1) 10-12 career exploration workshops across both Energy & Water projects implemented by Rising Sun 2) Workshop sign-in sheets 3) Workshop presentation materials			
I: Provide youth participants employment support services post seasonal position	I: Summary and documentation of support services: job search assistance, enhanced skill set enhancement, transportation cost support, potential employment training services, support obtaining driver's license/identification card, readiness documentation for work support, English language training support services			
J: Youth work experience opportunities (e.g. fellowships, extended seasonal work opportunities, wage support for partner employers employing youth)	J: Summary of work experience opportunities provided for at least 10 participants (across both energy and water projects implemented by Rising Sun)			
<b>Task 4: Data Analysis and Reporting</b>				
A: Rising Sun to report on program successes, deliverables, and outcomes to TCC Program staff and all other contractual partners as needed	A: Bimonthly progress reports and invoicing	2021 - 2023	\$1,620.00	\$0

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<b>Project # and Name: 2 - Climate Careers Energy</b>		<b>Strategy: Solar Installation and Energy Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
B: Rising Sun to submit all final reports and invoices	B: Final grant reporting documentation and invoicing			
C: Based on the data collected from Green House Calls, a list of folks whose appliances are eligible for an upgrade will be compiled and contacted about rebates offered	C: 1) Data analysis for the appliance upgrade program 2) Number of households connected to appliance upgrade programs 3) Installations and appliances purchased as a part of the programs			
<b>Task 5: Grant Administration</b>				
A: Administrative staff and operational staff will support the program as it applies to payroll and HR related tasks	A: Onboard and process payroll for 70-75 employees (across both Energy & Water projects implemented by Rising Sun)	Project Completion Period	\$198,510.08	\$0
B: Operational Site Space Cost (Year-round office and seasonal offices)	B: 1) 1 headquarter office 2) 1 seasonal summer site space office			
<b>Equipment (entire project)</b>	Tablet Computers (10)	Project Completion Period	\$8,500.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$147,214.14	\$0
<b>Project Total</b>			<b>\$1,301,400.48</b>	<b>\$0</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 3 - Climate Careers Water		<b>Strategy:</b> Water Efficiency		
<b>Lead Entity:</b> Rising Sun Center of Opportunity				
<p><b>Project Description:</b> Rising Sun will operate its Climate Careers program throughout the Project Area, hiring low-income youth to deliver Green House Calls and benefit from an earn-and-learn experience focused on residential water efficiency services. There will be 56 seasonal positions recruited for across both Rising Sun programs (TCC Projects #2 and #3). The services provided will allow community residents to receive efficient water measures and educate residents on best practices to conserve water within the household. Rising Sun will provide the services to 812 residents across both programs within Rising Sun to install water efficiency measures: approximately 250 kitchen aerators, bathroom aerators, showerheads, dishwashers, and toilets. Youth employed providing the services to residents will also benefit by receiving: professional development workshops, a paid work experience, environmental justice and education workshops, and one-on-one interactions with Youth Development Specialists. Rising Sun will also provide at least 10 participants a work experience opportunity, over the course of the project term as well. In addition, Rising Sun is coordinating pre-apprenticeship pipeline opportunities for youth in the Climate Careers program through the TCC Workforce Development and Economic Opportunities Plan.</p>				
<p><b>Operations &amp; Maintenance Plan:</b> Rising Sun Center for Opportunity will be responsible for project operations and maintenance. Clients participating in Rising Sun's provided service will be able to express any challenges faced post their service date (e.g. Item is defective). Rising Sun will work with the recipient of the service to remedy the situation within the grant term. Standard quality assurance steps will be taken on a case by case basis.</p>				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 1: Research and Program Redesign</b>				
A: Program redesign	A: Updated curriculum and staffing models	Grant Execution - End of Project Completion Period	\$370,038.30	\$0
B: Hire new staff to work on TCC project	B: Hire 1 full time employee (staff time and costs split between both Rising Sun projects)			
C: Analyze data from materials installed during the previous years to get an accurate projection for materials needed in 2021	C: Inventory forecast			

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Project # and Name: 3 - Climate Careers Water		Strategy: Water Efficiency		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 2: Outreach and Recruitment</b>				
A: Create outreach and marketing materials to generate community interest and awareness of project	A: 1) Clear, concise door hangers 2) One-page guides 3) Program postcards 4) Digital flyers for email distribution	2021 - 2023	\$203,540.82	\$0
B: Conduct outreach throughout the project area to secure sign-ups for service	B: 812 sign-ups (across both Energy and Water projects implemented by Rising Sun)			
C: Enter into contracts with 3 outreach partners to engage with organizations and groups in the determined communities, and to further support the recruitment of Green House Call recipients	C: Contracts with 3 outreach partners (across both Energy and Water projects implemented by Rising Sun)			
D: Hire and onboard seasonal staff	D: 1) Job descriptions for each position type 2) Hire seasonal staff to work on both Energy and Water projects implemented by Rising Sun: 40 Energy Specialists/Drivers 5 Leaders in Field Training 8 Summer Program Managers 3 Youth Development Specialists 3 Operations Coordinators			

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<b>Project # and Name: 3 - Climate Careers Water</b>		<b>Strategy: Water Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 3: Program Implementation</b>				
A: Train Site Program Managers and Summer Program Managers on Rising Sun policies and processes	A: 1) Training materials from 2-week training 2) Documentation that all staff completed training	2021 - 2023	\$278,521.74	\$0
B: Train Leaders in Field Training, Operations Coordinator, and Youth Development Specialists on Rising Sun policies, processes, and Green House Calls procedures	B: 1) Training materials from 2-week training 2) Documentation that all staff completed training			
C: Train Energy Specialists and Energy Specialists Drivers on Rising Sun policies, processes, and participate in professional development and ecoliteracy workshops	C: 1) Training materials from 1-week training 2) Documentation that all staff completed training			
D: Rising Sun will conduct Green House Calls throughout project area over a 6-week period	D: 812 house calls (Year 1: 325, Year 2: 325, Year 3: 162 - across both Energy & Water projects implemented by Rising Sun)			
E: Water efficiency measures installed	E: 1) 250 kitchen aerators 2) 250 bathroom aerators 3) 250 showerheads			
F: Water efficiency appliance upgrades installed	F: 1) 250 dishwashers 2) 260 toilets			
G: Connect eligible households with partner organizations to have additional appliances purchased and installed	G: 1) Number of households connected to appliance upgrade programs 2) Installations and appliances purchased as a part of the programs			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
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<b>Project # and Name: 3 - Climate Careers Water</b>		<b>Strategy: Water Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
H: Career exploration workshops	H: 1) 10-12 career exploration workshops across both Energy & Water projects implemented by Rising Sun 2) Workshop sign-in sheets 3) Workshop presentation materials			
I: Provide youth participants employment support services post seasonal position	I: Summary and documentation of support services: job search assistance, enhanced skill set enhancement, transportation cost support, potential employment training services, support obtaining driver's license/identification card, readiness documentation for work support, English language training support services			
J: Youth work experience opportunities (e.g. fellowships, extended seasonal work opportunities, wage support for partner employers employing youth)	J: Summary of work experience opportunities provided for at least 10 participants (across both energy and water projects implemented by Rising Sun)			
<b>Task 4: Data Analysis and Reporting</b>				
A: Rising Sun to report on program successes, deliverables, and outcomes to TCC Program staff and all other contractual partners as needed	A: Bimonthly progress reports and invoicing	2021 - 2023	\$1,620.00	\$0
B: Rising Sun to submit all final reports and invoices	B: Final grant reporting documentation and invoicing			

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 Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 3 - Climate Careers Water</b>		<b>Strategy: Water Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Based on the data collected from Green House Calls, a list of folks whose appliances are eligible for an upgrade will be compiled and contacted about rebates offered	C: 1) Data analysis for the appliance upgrade program 2) Number of households connected to appliance upgrade programs 3) Installations and appliances purchased as a part of the programs			
<b>Task 5: Grant Administration</b>				
A: Administrative staff and operational staff will support the program as it applies to payroll and HR related tasks	A: Onboard and process payroll for 70-75 employees (across both Energy & Water projects implemented by Rising Sun)	Project Completion Period	\$198,510.08	\$0
B: Operational Site Space Cost (Year-round office and seasonal offices)	B: 1) 1 headquarter office 2) 1 seasonal summer site space office			
<b>Equipment (entire project)</b>	Tablet Computers (10)	Project Completion Period	\$8,500.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$137,868.58	\$0
		<b>Project Total</b>	<b>\$1,198,599.52</b>	<b>\$0</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 4 - Stockton Energy for All: Single-Family		<b>Strategy:</b> Solar Installation and Energy Efficiency		
<b>Lead Entity:</b> GRID Alternatives North Valley				
<b>Project Description:</b> The project will provide 378 kW of installed solar photovoltaic capacity benefitting 108 low-income single-family homeowners in the Project Area. GRID will also contribute leverage funding from State of California low-income solar rebates to be used at GRID’s sole discretion toward roof repairs and electrical service panel upgrades to make otherwise ineligible homes “solar ready”, or prepare them for full-building electrification or electric vehicle supply equipment. GRID will partner with community-based organizations to provide referral to the solar and training programs. In addition, GRID will train residents in solar installation through the TCC Workforce Development and Economic Opportunities Plan and will communicate project and community opportunities to the TCC Community Engagement Working Team.				
<b>Operations &amp; Maintenance Plan:</b> Operations & Maintenance Plan: The property owners will be the responsible party for Operations and Maintenance. GRID Alternatives will provide training and resources, in compliance with the TCC Grant Agreement, to assist the owner in understanding the monitoring system and maintenance requirements of the system as part of the project closeout package.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Qualify Homeowners</b>				
A: Conduct outreach in the Project Area and qualify low-income homeowners based on program eligibility	A: Summary of outreach efforts and qualification of 108 low-income homeowners	Grant Execution - 2023	\$96,444.00	\$0
B: Homeowner application submission and approval	B: Summary of homeowner application approvals			
<b>Task 2: Construction Review</b>				
A: Conduct site visits	A: Summary of site visits on 108 homes	2021 - 2022	\$60,480.00	\$0
B: Design analysis and development	B: Assess specific home needs and usage and create a unique solar design			
C: Develop solar site plans, design, structural, electrical, and site safety plan	C: Complete solar site plans, design, structural, electrical, and site safety plan			

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Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 4 - Stockton Energy for All: Single-Family</b>		<b>Strategy: Solar Installation and Energy Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 3: Permitting and Installation Approvals</b>				
A: Apply and pay for solar permits	A: Summary of approved solar permits from City of Stockton Planning Department	2021 - 2022	\$120,032.00	\$30,628.00
<b>Task 4: Installation</b>				
A: Schedule solar systems installations	A: Summary of confirmed installation dates with homeowners	2021 - 2023	\$719,222.50	\$906,501.50
B: Install solar systems	B: Install 378 kW of solar on 108 homes (estimated 3.5 KW system size) including: 108 solar panels and inverters 108 BOS racking and electric			
<b>Task 5: Interconnection</b>				
A: Inspection request to the City of Stockton	A: Summary of City inspections for 108 homes	2021 - 2023	\$0	\$47,520.00
B: Permission to Operate (PTO) solar system	B: 1) Obtain 108 PTO's 2) System turn on for 108 households			
<b>Task 6: Post Installation Follow-up</b>				
A: System performance meter installation and monitoring	A. 1) System performance meters installed on all systems 2) Indicator tracking and reporting data collected	2021 - 2023	\$0	\$56,160.00
B: Post installation visits	B: Summary of post installation visits			
C: Deliver warranties to homeowners	C: Provide 108 client warranties to homeowners			
D: Schedule one-year follow-up	D: Summary of one-year follow-ups			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 4 - Stockton Energy for All: Single-Family		<b>Strategy:</b> Solar Installation and Energy Efficiency		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 7: Grant Administration</b>				
A: Grant administration	A: Final project execution and ongoing bimonthly reimbursement and reporting	Grant Execution - End of Project Completion Period	\$16,006.20	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement. Indirect personnel and overhead office costs will be billed at a rate of \$297.46 per KW of completed installations.	Project Completion Period	\$112,440.30	\$93,212.70
<b>Project Partner has been approved for a rate of \$5.43 per watt of completed installations. The rate includes outreach personnel, installation labor, installation tasks and supplies, and solar installation equipment. Per this grant agreement, a portion of the rate will be reimbursed by TCC grant funds, and a portion of the rate will be paid for by leverage funds.</b>				
		<b>Project Total</b>	<b>\$1,124,625.00</b>	<b>\$1,134,022.20</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 5 - Stockton Energy for All: Multi-Family		<b>Strategy:</b> Solar Installation and Energy Efficiency		
<b>Lead Entity:</b> GRID Alternatives North Valley				
<b>Project Description:</b> GRID Alternatives North Valley (GRID) will install a solar electric system for 3 multifamily affordable housing developments in the Project Area, partnering with the Housing Authority of San Joaquin County, STAND, and Visionary Home Builders, for approximately 4 buildings totaling to 243 kW DC. The housing locations are the Casa de Oasis (1700 S. El Dorado St.), Crossways Residences (421 El Dorado St. and 448 S. Center), and Grant Village Townhomes (2040 S. Grant St.). The project helps reduce costs for both affordable housing owners and operators, as well as low-income tenants. In addition, GRID will train residents in solar installation through the TCC Workforce Development and Economic Opportunities Plan and will communicate project and community opportunities to the TCC Community Engagement Working Team.				
<b>Operations &amp; Maintenance Plan:</b> The property owners will be the responsible party for Operations and Maintenance. GRID Alternatives will provide training and resources, in compliance with the TCC Grant Agreement, to assist the owner in understanding the monitoring system and maintenance requirements of the system as part of the project closeout package.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Predevelopment - Project Development and Project Management</b>				
A: Identify additional projects and partners in the Project Area	A: List of additional projects and partners in the Project Area	Grant Execution - 2023	\$55,048.30	\$0
B: Develop contract between GRID Alternatives (GA) and affordable housing partners for system installations, including provisions for community education and workforce development opportunities	B: Executed contract between GA and affordable housing partners			
C: Finalize Solar PV Design	C: Completed final solar PV design			
D: Sign contract and issue notice to proceed to GA	D: Signed contract and confirmed notice to proceed			
E: Electrical and structural engineering stamps acquired	E: Stamp approval documentation			
F: Interconnection review (pre-approval) with PG&E	F: Review approval documentation			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 5 - Stockton Energy for All: Multi-Family		<b>Strategy:</b> Solar Installation and Energy Efficiency		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
G: Firecode review with Authorities Having Jurisdiction (AHJ)	G: Review approval documentation			
H: Request final inspection from City of Stockton building department and receive approval	H: Final signed permit documentation			
I: After installation is complete, submit request for interconnection to PG&E and receive approval	I: Permission to Operate documentation			
<b>Task 2: Solar Installation and Commissioning</b>				
A: Solar PV system procurement	A: Procurement documentation for the following: 828 Trina Solar TSM-380 EN TSD DE14H 3 Solar Edge Inverters 9 20 Solar Edge Inverters 14.4 842 Solar Edge Optimizers P400 4 Cellular GSM Kit SE-GSM 3 Mechanical BOS (Clamps, screws, racking, sealant) 4 Combiner / Load Center (Square D NQ430L4C 4 AC Combiner Main Breakers 22 Breaker (Branch Circuits and Intertie) 1 Intertie 4 AC Disconnect (H325NRB) 3 CT's & Cabinet 15 Fuses (AC disco) 4 Electrical BOS (wire, conduit, bushings)	2022 - 2023	\$766,434.61	\$270,136.65
B: Installation of PV Systems on approximately 3-4 different buildings	B: Solar PV system installation documentation			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 5 - Stockton Energy for All: Multi-Family</b>		<b>Strategy: Solar Installation and Energy Efficiency</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Set electric meters, and commission systems	C: Systems turn on documentation			
D: Finalize interconnections with utility	D: 1) Signed owner walk-throughs 2) O&M learning documents 3) Project close-out checklist 4) Provide long-term operations and maintenance policies and procedures plan			
E: Owner walkthroughs	E. Walkthrough with all owner partners completed			
<b>Task 3: Grant Administration</b>				
A: Grant administration	A: Final project execution and ongoing bimonthly reimbursement and reporting	Grant Execution - End of Project Completion Period	\$37,296.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$85,877.89	\$27,013.67
<b>Project Total</b>			<b>\$944,656.80</b>	<b>\$297,150.32</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 6 - Urban Forest Renovation Project		<b>Strategy:</b> Urban Greening and Green Infrastructure		
<b>Lead Entity:</b> City of Stockton				
<b>Project Description:</b> This project will create a sustainable urban forestry program that will plant and manage trees to improve the quality of life for residents. The project includes removal of stumps and planting of trees at approximately 1,750 locations where trees were lost to natural events, identifying opportunities for planting new trees, and 10 community tree planting events. Supporting entities Fathers & Families of San Joaquin and PUENTES will also train over 50 volunteers in tree planting and conduct a Master Arborist workforce training program for 25 individuals that will include International Society of Arboriculture Certification.				
<b>Operations &amp; Maintenance Plan:</b> Many of the project trees will be planted in existing parks and will not require additional watering under the TCC project because they will be irrigated and maintained by the City’s parks maintenance contractor. Trees planted elsewhere will receive irrigation during the grant period as they are established. By the end of the grant period, the watering needs of these trees will be greatly reduced, they will have received an initial structural prune and regular maintenance will consist of pruning every few years. The City of Stockton has been approved to have three Climate Action Corps Fellows who will be focusing on urban forest maintenance funding opportunities, data and inventory and policies and procedures. Stockton’s leadership has committed to funding the ongoing maintenance of these project trees. Through the research and outreach of the Climate Action Corps Fellows, the City is expecting several recommendations that will allow leadership to commit to funding the ongoing maintenance of the entire Stockton urban forest.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Administration - City of Stockton</b>				
A: Conduct an RFP process to identify a subcontractor to conduct tree planting & tree maintenance and young tree maintenance on behalf of the City	A: Executed agreement with a subcontractor	Grant Execution - End of Project Completion Period	\$49,700.55	\$0
B: Oversee the work conducted by subcontractor to ensure compliance with the agreement and all TCC rules and regulations	B: 1) Summary of bi-weekly check-in meetings 2) Summary of monthly progress reports from subcontractor			
C: Submit bi-monthly invoices and bi-monthly indicator tracking reports to City's TCC Program Manager	C: 1) Bi-monthly Invoices 2) Bi-monthly Indicator Tracking Reports			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 6 - Urban Forest Renovation Project		<b>Strategy:</b> Urban Greening and Green Infrastructure		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
D: Coordinate annual Arbor Day event	D: 1) Two Arbor Day events held 2) Summary of Arbor Day events including photos, promotional materials, attendance, and outcomes from events			
E: Conduct an RFP process to identify a subcontractor to assist the City and Partners with complying to all CAL FIRE planting requirements	E: Executed agreement with a subcontractor			
<b>Task 2: Administration - Fathers &amp; Families of San Joaquin and PUENTES</b>				
A: Identify and hire FFSJ Urban Forestry Manager to oversee identification of tree planting locations for community tree plantings, oversee the workforce development program, and fulfill all administrative requirements of FFSJ for the grant	A: Hire an Urban Forestry Manager	Grant Execution - 2022	\$425,225.85	\$0
B: Subcontract with a Master Arborist to provide training to the workforce trainees (two 3-hour sessions per month)	B: 1) Agreement executed with a Master Arborist subcontractor 2) Copies of training materials 3) Summary of workforce training curriculum provided, training completion rates, and completed credentials			
C: Provide the Lead Entity with all information required to complete bi-monthly invoices and bi-monthly indicator tracking reports in a timely manner	C: 1) Bi-monthly Invoices 2) Bi-monthly Indicator Tracking Reports			
D: Determine community planting locations and do site prep work, if needed	D: Summary and/or map of 10 community planting locations identified			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 6 - Urban Forest Renovation Project		<b>Strategy:</b> Urban Greening and Green Infrastructure		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
E: Create a schedule of community planting events, including a workshop prior to each event hosted by PUENTES to train community volunteers	E: 1) Schedule of 10 Community Planting Events 2) Schedule of 10 Community Planting Workshops			
<b>Task 3: Tree Planting &amp; Maintenance - City of Stockton</b>				
A: Identify planting sites collaboratively with the subcontractor	A: 1100 planting sites identified	2021 - End of Project Completion Period	\$993,900.00	\$0
B: Purchase and store trees	B: 1100 trees purchased			
C: Remove tree stumps (planting site preparation)	C: 350 tree stumps removed			
D: Plant 1100 15-gallon trees.	D: 1100 trees planted			
E: Maintenance of planted trees	E: 1) Weekly watering of 935 trees 2) Monthly monitoring of trees 3) Prune all 1750 newly planted trees			
<b>Task 4: Tree Planting - Fathers &amp; Families of San Joaquin and PUENTES</b>				
A: FFSJ outreach staff will contact schools, churches, and other community organizations to recruit volunteers for community planting events	A: Summary of recruitment efforts for at least 50 volunteers recruited for each community planting event (at least 500 total)	Grant Execution - End of Project Completion Period	\$129,845.00	\$0
B: Purchase and store trees for community planting events	B: 650 trees purchased			
C: Dig holes for trees prior to the community planting event with green workshop participants	C: Dig 650 holes for tree planting, approximately 65 for each community planting event			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 6 - Urban Forest Renovation Project		<b>Strategy:</b> Urban Greening and Green Infrastructure		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
D: Facilitate community tree planting events	D: 1) 10 Community Tree Planting Events, each resulting in approximately 65 trees planted for a total of 650 trees 2) Summary of 10 community tree planting events including photos, promotional materials, attendance, and outcomes from events 3) Summary of 10 community tree planting workshops (held prior to the events) including workshop materials, attendance, and outcomes			
E: Follow up with residents proximate to planted trees to check on the status of trees and educate residents on how they can help maintain the urban forest	E: Data collection on placement, tree health, and anticipated pounds of carbon sequestration over the next 40 years			
<b>Task 5: Workforce Development</b>				
A: Recruit participants for tree maintenance/planting training cohorts and arrange the week-long training classes through arborist training company	A: 1) Urban Forestry Manager enrolls 25 trainees (5 cohort of 5) over the term of the grant 2) Summary of recruitment and enrollment efforts	2021 - End of Project Completion Period	\$159,775.00	\$0
B: Enroll previously incarcerated individuals into workforce development program management concurrent with and after enrollment into week-long arborist training	B: 1) Enroll 25 trainees into case management system over the term of the grant 2) Create a network of partnerships among all "Responsible Parties" and a formal procedure for case managers to associate clients' needs with local resources 3) Copies of training materials			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 6 - Urban Forest Renovation Project		<b>Strategy:</b> Urban Greening and Green Infrastructure		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Master Arborist training and check-in with workforce trainees (two 3-hour sessions per month)	C: 1) Master Arborist training materials 2) Summary of workforce training curriculum provided, training completion rates, and completed credentials			
D: Coordinate one week of tree services training for workforce training cohort with Assessments, Consulting, Representation, and Training: Independent Utility Vegetation Management ("ACRT").	D: 1) Tree Services training materials 2) Summary of workforce training provided, training completion rates, and completed credentials			
E: Members of each training cohort visit active job sites and/or join tree services manager on ride-along to experience tree services staff duties	E: 1) Each member of each cohort participates in at least 1 visit to an active job site and 1 ride-along with tree services manager for educational purposes. 2) Summary of workforce training provided and training completion rates			
F: Online training towards Arborist Certification (under certified arborist, certified arborist utility specialist, or certified arborist municipal specialist)	F: 1) Enroll 25 participants into International Society of Arborists (ISA) training online 2) Issue minimum of 13 certificates over the term of the grant (target rate 50% or above) 3) Summary of workforce training curriculum provided, training completion rates, and completed credentials			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 6 - Urban Forest Renovation Project</b>		<b>Strategy: Urban Greening and Green Infrastructure</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
G: Cohort members work with case managers on workforce preparation	G: Summary of case management provided and job placements (at least five cohort members will be hired by the tree services subcontractor)			
H: Grafting & composting workshops	H: 1) Conduct three workshops regarding production, grafting, and composting to support efforts of Fathers & Families of San Joaquin 2) Copies of Grafting & Composting training materials 3) Summary of training provided, training completion rates, and outcomes			
<b>Equipment (entire project)</b>	3 Laptops for FFSJ Staff	Project Completion Period	\$3,159.99	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$73,393.61	\$0
<b>Project Total</b>			<b>\$1,835,000.00</b>	<b>\$0</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name:</b> 7 - Edible Education at Home		<b>Strategy:</b> Health & Well-Being		
<b>Lead Entity:</b> Edible Schoolyard Project				
<b>Project Description:</b> Safe access to healthy organic community supported agriculture (CSA) boxes and edible education learning experiences facilitated by ESYF educators will be provided to the community and students of Taylor Leadership Academy. Learning experiences will be provided online, in print, and via phone Funding will provide at least 50 families once a week access to fresh fruits and vegetables for 30 months resulting in 6,520 boxes being distributed to families and over 100 lessons taught.				
<b>Operations &amp; Maintenance Plan:</b> The Edible Schoolyard Project will be responsible for the operations and maintenance of the materials and equipment acquired to implement the project.				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 1: Content Development, Distribution of Content, Learning Experiences</b>				
A: Develop seasonal, culturally relevant food-based content to be distributed in Community Supported Agriculture (CSA) boxes	A: 1) 10 content pieces to be printed and included in CSA boxes. 2) 50 Resource Books to be printed and included in CSA boxes each semester.	Grant Execution - End of Project Completion Period	\$11,577.64	\$2,673.76
B: Teach weekly cooking lessons in partnership Stockton Unified School District.	B: Summary of weekly online cooking classes provided for 50 students grades 1-8 (curriculum, attendance, outcomes).			
C: Provide phone-in hotline support 2 days a week - 2 hours each day for a total of 4 hours per week. Hotline will provide families an opportunity to learn about ingredients in boxes, how to chop and cook them, and culturally relevant recipes.	C: Summary of the number of individuals helped through hotline support			
D: Provide recorded demonstrations of lessons on how to use ingredients	D: Summary of recorded and shared online demonstrations (at least 15)			
E: Provide online garden lessons about seasonal produce, compost, watering, and crop plans for at home personal gardens	E: Summary of recorded and shared online lessons (at least 5)			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Project # and Name: 7 - Edible Education at Home		Strategy: Health & Well-Being		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 2: Community Supported Agriculture Box Distribution</b>				
A: Community Manager will coordinate Community Supported Agriculture collection and distribution at the Taylor Leadership Academy and Van Buskirk Community Center	A: Timely placement of orders and receipt of deliveries of CSA boxes on a weekly basis	Grant Execution - End of Project Completion Period	\$179,423.00	\$0
B: Community Manager and Chef Teacher will coordinate safe, socially distanced distribution process for all CSA boxes. Team members will distribute boxes to families during designated distribution hours at Taylor Leadership Academy	B: Summary of CSA boxes distributed weekly (50) at Taylor Leadership Academy			
C: Taylor Leadership Academy site leadership will robocall all families to notify them of the CSA box distribution program location and times on a weekly basis	C: Summary of 50 - 400 robocalls conducted on a weekly basis, depending on volume of CSA boxes available			
D: Community Manager and Chef Teacher will coordinate safe, socially distanced distribution process for all boxes. Team members will distribute boxes to families during designated distribution hours at Van Buskirk Community Center	D: Summary of CSA boxes distributed twice a week (up to 375) at Van Buskirk Community Center - deliverable reporting will specify amount of TCC and non-TCC funded boxes			
E: Community Manager will work with partner organizations in Stockton Unified School District and with the City of Stockton Community Services staff to provide alerts concerning the boxes via social media and phone calls	E: Weekly social media post concerning box distribution dates, times, and location			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 7 - Edible Education at Home</b>		<b>Strategy: Health &amp; Well-Being</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 3: Community Outreach</b>				
A: Post to social media about box distribution program on a routine basis with times, dates, and locations	A: Weekly updates and notifications about box distribution	Grant Execution - End of Project Completion Period	\$750.00	\$0
B: Provide fliers (paper and online) to the community concerning box distribution	B: Paper and digital fliers copies - distributed in the Project Area at least once every six months			
C: Survey community concerning program	C: Community survey results (2 times per year)			
D: Call families of school community to notify them of the program	D: Number of families called on a biweekly basis			
<b>Task 4: Project Management &amp; Quarterly Meetings</b>				
A: Community Manager position to facilitate and perform responsibilities outlined in Tasks 1-3	A: All deliverables of Tasks 1-3 related to Community Manager are met, and on-time	Grant Execution - End of Project Completion Period	\$199,249.36	\$39,859.44
B: Chef Teacher position to facilitate and perform responsibilities outlined in Tasks 1-3	B: All deliverables of Tasks 1-3 related to Chef Teacher are met, and on-time			
C: Meet with District Staff to provide updates on project progress and gather feedback. Meetings will inform school district of classes being taught, box delivery protocols and provide opportunities for partnership building	C: Summary of quarterly meetings with Stockton Unified School District Staff at partnering school sites			
D: Meet with City of Stockton Community Services Staff to provide updates on project progress and gather feedback. Meetings will provide an opportunity to review box distribution processes, community outreach and engagement, and build partnerships amongst team members	D: Summary of quarterly meetings with City of Stockton Community Development Dept. Staff and Community Center staff			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Project # and Name: 7 - Edible Education at Home</b>		<b>Strategy: Health &amp; Well-Being</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
to enable greater effectiveness in programing				
E: Meet with Community Members and have conversations about program, community food access needs, and general community outreach to foster trust	E: Report on number of community members engaged during weekly conversations and outcomes of conversations			
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$9,000.00	\$9,000.00
<b>Project Total</b>			<b>\$400,000.00</b>	<b>\$51,533.20</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
Grant Number: SGC20107, City of Stockton

### Budget and Schedule of Deliverables for Transformative Plans

Community Engagement Plan		Lead Entity: Public Health Advocates		
<p><b>Plan Description:</b> The Community Engagement Plan (CEP) is an integrative plan to foster coordination and alignment, outreach, capacity-building, and communications across Stockton Rising communities. Partners will consistently reach constituencies that have been most impacted by the effects of environmental pollution and continue to build trust throughout the TCC Project Area. The CEP centers residents and invites meaningful participation, recognizing them as key decision-makers in the process - 8 Resident Representatives from the community will serve on the steering committee and working groups within the collaborative stakeholder structure. Additionally, CEP Partners will support the Community Coalition, which is an integral component of the collaborative stakeholder structure comprised of residents from the Project Area. CEP Partners will host 14 bi-monthly meetings of the Community Coalition to ensure information is consistently shared throughout the grant term.</p> <p>Led by Public Health Advocates (PHAdvocates), the CEP also seeks to recruit 10 community leaders to become Community Liaisons, residents who have been identified as trusted and known within their neighborhoods for their willingness to share resources and information and strong relationships within their communities. Community Liaisons will be trained on topics such as environmental justice, advocacy, community engagement, and Stockton Rising funded projects. The CEP also recognizes the importance of including and educating youth from the Project Area: Little Manila Rising (LMR) will develop 55 Youth Leaders to become climate resiliency experts, and Fathers and Families of San Joaquin (FFSJ) will conduct PhotoVoice walking tours of South Stockton. Overall, the CEP seeks to coordinate the outreach and messaging of Stockton Rising, as well as build the local capacity needed to meaningfully and effectively include residents in the decision-making structures within the collaborative stakeholder structure.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 1: Coordination of CEP</b>				
A: Hire and onboard a Program Manager	A: Hire a Program Manager to work over full term of grant	Grant Execution - End of Project Completion Period	\$160,671.60	\$0
B: Identify and recruit up to 8 Resident Representatives to serve on the Collaborative Stakeholder Structure	B: Summary of identification and recruitment efforts for up to 8 Resident Representatives			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Community Engagement Plan</b>		<b>Lead Entity: Public Health Advocates</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Facilitate virtual or in-person monthly meetings of the Community Engagement Working Team to coordinate community engagement activities	C: 1) Host 30 Meetings 2) Summary table with meeting dates, number of attendees, and summary of outcomes 3) Meeting materials (curriculum, handouts) 4) Publicity materials (announcements, photos from key events)			
D: Coordinate report outs of community engagement progress after each monthly meeting to the City of Stockton Program Manager	D: Summary of 30 report outs of community engagement progress			
<b>Task 2: Outreach and Engagement Activities</b>				
A: Facilitate bi-monthly virtual meetings of the resident-centered Community Coalition	A: 1) Host 14 virtual Community Meetings 2) Meeting materials and agendas 3) Summary of attendance and outcomes 4) Publicity materials	2021 - End of Project Completion Period	\$28,710.00	\$0
B: Conduct outreach to residents that reside within the target area	B: Summary and documentation of outreach via: social media, door to door outreach, word of mouth, partner with existing groups, known and trusted residents and community and faith-based organizations.			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Community Engagement Plan</b>		<b>Lead Entity: Public Health Advocates</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Organize a Summit to share out implementation updates and coordinate upcoming activities	C: 1) Host one summit for project area residents, organizations, and business owners to review progress and learn about evaluation metrics 2) Summit materials (curriculum, handouts) 3) Summary of attendance and outcomes 4) Publicity materials			
D: Host a Block Party to celebrate TCC and engage residents during the final six months of the project	D: 1) Stockton Rising Block Party to celebrate project success and engage residents 2) Summary of Block Party content, attendance, outcomes, and key photos			
<b>Task 3: Train Community Liaisons as Stockton Rising Project Experts</b>				
A: Recruit and develop 10 resident leaders to be trained as Community Liaisons	A: Summary of recruitment efforts and development plan for training 10 Community Liaisons	2021 - End of Project Completion Period	\$106,200.00	\$0
B: Train Community Liaisons on Environmental Justice, Advocacy, Community Engagement, and Stockton Rising funded projects.	B: 1) Training materials for adult climate leaders 30 hours of training over the course of 15 sessions 2) Summary of training completion and outcomes			
C: Evaluate success of Climate Liaison Trainings	C: Summary of post-training qualitative surveys with 10 Community Liaisons			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Community Engagement Plan		Lead Entity: Public Health Advocates		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 4: Create a Stockton Rising Youth Engagement Program</b>				
A: Hire and onboard staff member to lead youth development and training	A: Hire FTE	Grant Execution - End of Project Completion Period	\$141,029.40	\$0
B: Recruit and develop up to 55 youth to become climate resiliency experts (up to 11 annually)	B: Summary of recruitment efforts and development plan for the approximately 55 Youth Leaders			
C: Train youth on topics such as: Climate Change, Environmental Justice, Project Area History and Advocacy	C: 1) Training materials for nine 1.5-hour trainings on air quality, water, environmental justice, and ultimately become experts on the goals of Stockton Rising and benefits of each of the capital project. 2) Summary of training completion and outcomes			
D: Evaluate success of Youth Engagement Program	D: Summary of post training qualitative surveys with up to 55 Youth Leaders			
E: Conduct PhotoVoice walking audits	E: 1) Conduct 6 PhotoVoice walking tours around South Stockton where participants live to get a sense of the challenges and opportunities of TCC. 2) Provide an interactive online map that will display pictures as well as the commentary.			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Community Engagement Plan</b>		<b>Lead Entity: Public Health Advocates</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 5: Communicate TCC Implementation Progress</b>				
A: Share updates on TCC implementation via the City of Stockton or Public Health Advocates social media	A: Share regular and transparent updates	2021 - End of Project Completion Period	\$6,070.00	\$0
B: Create a Rise Stockton Video Success Story to enhance the outreach, education and engagement of the target population. The videos will provide visual project updates and connect individuals, the community, and the goals of the TCC project	B: 1) Video Clips posted on social media 2) Success Story presented to residents and partners at Block Party and Summit			
C: Create a PhotoVoice project to share the stories of residents who have been impacted by the Stockton Rising	C: Share PhotoVoice Project at Stockton Rising Block Party and Data Summit			
<b>Task 6: Administration</b>				
A: Public Health Advocates (PHA) Project Director, Equipment, Local Travel, Office Supplies, Postage	A: Final project execution and ongoing bimonthly reimbursement and reporting	Grant Execution - End of Project Completion Period	\$283,591.78	\$0
B: Fathers and Families of San Joaquin (FFSJ) Outreach Coordinator, Equipment	B: Final project execution and ongoing bimonthly reimbursement and reporting			
C: Community Coalition (CC) Program Coordinator, CC Project Assistant, Equipment, Local Travel, Office Supplies	C: Final project execution and ongoing bimonthly reimbursement and reporting			
D: Little Manila Rising (LMR) Local Travel, Office Supplies	D: Final project execution and ongoing bimonthly reimbursement and reporting			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Community Engagement Plan</b>		<b>Lead Entity: Public Health Advocates</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Equipment (entire project)</b>	1 Laptop Computer (PHA) 1 Set of Computer Accessories (PHA) 1 Desk Jet Printer (PHA) 1 GOPro Bundle (FFSJ) 10 Shoot-and-Point Cameras (FFSJ) 1 Laptop Computer (LMR) 1 Set of Computer Accessories (LMR) 1 Desk Jet Printer (LMR) 1 Camcorder (CC) 1 Camera Mount Microphone (CC) 1 iMac Computer (CC) 1 Portable External Hard Drive (CC)	Project Completion Period	\$9,880.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$130,606.42	\$0
<b>Plan Total</b>			<b>\$866,759.20</b>	<b>\$0</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Workforce Development and Economic Opportunities Plan</b>		<b>Lead Entity:</b> Rising Sun Center for Opportunity		
<p><b>Plan Description:</b> The Workforce Development and Economic Opportunity Plan combines the efforts and visions of several workforce programs that support transformative environmental outcomes for downtown and south Stockton. These include a pre-apprenticeship partnership, a hands-on solar installation training program, skill development for incarcerated individuals, and an electric bus mechanic apprenticeship program. Rising Sun Center will partner with California Human Development to create a pre-apprenticeship pipeline for 36 youth, between their Climate Careers program and the MC3 program. GRID Alternatives North Valley will train 16 residents in the Installation Basics Training 200 with hands-on solar installation and job readiness training components. Insight Garden Program will support 40 inmates to prepare for workforce reentry through a vocational gardening and landscaping training program with a life skills and environmental justice training component. San Joaquin Regional Transit District (RTD) will train 4 individuals in an electric bus mechanic apprenticeship program that will result in full-time employment with RTD. A workforce coordinator at Rising Sun Center will oversee the shared vision of these programs' combined efforts through monthly coordination and progress tracking.</p>				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 1: Create a Pre-Apprenticeship Pipeline for Youth Employment in Trades</b>				
A: Rising Sun Center will recruit youth to participate (age 15-24) in Climate Careers summer program	A: Recruitment efforts and participants summary (target 36 participants: 2 cohorts of 18)	2021 - End of Project Completion Period	\$89,350.00	\$0
B: Administer Climate Careers program	B: Summary of Climate Careers Program curriculum provided, completion rates (target 80% graduation rate), and completed credentials			
C: California Human Development in partnership with Rising Sun Center will recruit participants (age 18-24) through the Climate Careers program for a 4.5-week MC3 program (662 hours)	C: Recruitment efforts and participants summary (target 11 participants: 1 cohort of 5, 1 cohort of 6)			
D: Administer MC3 program in partnership with California Human Development, Habitat for Humanity, and Anthony Soto Employment and Training Facility	D: Summary of MC3 Program curriculum provided, completion rates (target 80% graduation rate), and completed credentials			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Workforce Development and Economic Opportunities Plan</b>		<b>Lead Entity: Rising Sun Center for Opportunity</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
E: Report job placement in the Project Area coming out of MC3 program	E: Job placement and retention report. Target 86% job placement for graduates of the MC3 program (about 8 participants from the Climate Careers program)			
<b>Task 2: Train Disadvantaged Project Area Residents in Solar Installation</b>				
A: GRID Alternatives North Valley will recruit trainees for Installation Basics Training (IBT) 200 and distance learning program	A: Recruitment efforts and enrollment summary (at least 16 trainees over the grant term)	2021 - 2022	\$48,815.60	\$10,000.00
B: Train 5 cohorts of IBT 200 participants in solar installation skills over 5-week program; Array Layout, Racking Installation, Module Level Power Electronics Installation, Module Installation, Electrical Safety, Electrical Layout, Electrical Mounting, Conduit Bending, Conduit Installation, and Electrical Wiring	B: Summary of IBT 200 Program curriculum provided, completion rates (target 100% graduation rate), and completed credentials			
C: All IBT 200 Participants will receive hands-on experience installing solar on low-income Stockton households	C: 16 trainees will gain hands-on solar training experience			
D: Train 5 cohorts of IBT 200 participants in job readiness skills over 5-week program; Mock Interviews, LinkedIn Assistance, Resume Writing, Financial Literacy, Customer Service & Communication, Conflict resolution	D: Summary of job readiness program curriculum and completion rates (100% of trainees will receive "soft skills" through job readiness training)			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Workforce Development and Economic Opportunities Plan</b>		<b>Lead Entity: Rising Sun Center for Opportunity</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
E: Issue certificates of completion for Array and Electrical Layout as well as CPR and OSHA 10 certifications	E: Summary of certification completion. 16 IBT will graduates receive the appropriate credentials from distance learning and hands-on training experience.			
F: Hold Solar Showcase Event where employers looking to hire can see trainees demonstrating their new skills live	F: 1) Solar Showcase Event Summary (date/time/location, attendees, outcomes) 2) Event Materials (handouts, announcements, photos from key events) 3) Summary of employer participation (at least 2 employers will participate in a Solar Showcase for each cohort)			
G: Report job placement in the Project Area from graduates entering the IBT 200 program “looking for work”	G: Job placement and retention report. At least 8 graduates placed into jobs (50% job placement rate).			
<b>Task 3: Transition Incarcerated Individuals into Workforce in Project Area - Vocational Gardening and Landscaping Training Program</b>				
A: Create capacity for Insight Garden Program to focus on enrolling incarcerated Stockton residents into their program	A: Plan for formalizing reentry partnerships in Stockton	2021 - End of Project Completion Period	\$87,476.90	\$141,398.40
B: Enroll incarcerated Stockton residents in IGP	B: Summary of enrollment efforts (40 participants)			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Workforce Development and Economic Opportunities Plan</b>		<b>Lead Entity:</b> Rising Sun Center for Opportunity		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
C: Administer IGP programming. Curriculum will teach life skills including interpersonal communication, leadership development, community-building, and emotional processing as well as practical skills such as permaculture, landscape design, soil building, organic gardening, and conservation. The curriculum also has lessons on environmental justice, food access, and health equity.	C: 1) IGP Program curriculum 2) Summary of program completion rates (target 75% graduation rate), completed credentials, and outcomes			
D: Support service coordination and employment for graduates of the program that reenter during the term of the grant; work with local environmental organizations, for-profit green sector companies, and farm-to-table restaurants to secure job placements for IGP graduates upon reentry.	D: 1) Support service coordination summary 2) Job placement and retention report. Target 90% of graduates reentering gain employment before end of grant term.			
<b>Task 4: Establish Zero-Emission Bus Apprenticeship Opportunities in Stockton</b>				
A: San Joaquin Regional Transit District (RTD) will enroll four apprentices into the bus mechanic apprenticeship program.	A: Summary of recruitment and enrollment efforts (enroll 4 apprentices)	Project Completion Period	\$234,757.00	\$950,354.08
B: Train four bus mechanic apprentices.	B: Summary of Bus Mechanic Apprenticeship training curriculum, completion rates, and completed credentials			
C: Reporting and partnership for job placement in the Project Area	C: Job placement and retention report. All four (100%) of apprentices will be hired by RTD.			
<b>Task 5: Oversee the Execution of the Workforce Development and Economic Opportunity Plan</b>				

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Workforce Development and Economic Opportunities Plan</b>		<b>Lead Entity: Rising Sun Center for Opportunity</b>		
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
A: Hire and onboard a Workforce Coordinator to ensure equitable, economical, and prudent execution of WDEOP	A: Hire one 0.6 FTE Workforce Coordinator to work over full term of grant	Project Completion Period	\$78,590.00	\$0
B: Set up and oversee monthly WDEOP coordination group that includes between 11 - 13 partners to coordinate workforce activities	B: Monthly WDEOP Meeting materials and announcements, as applicable (30 meetings total)			
C: Coordinate report outs of workforce progress after each monthly meeting	C: Monthly WDEOP Reports: summary of outcomes, attendees, and photos from key events (30 reports total)			
<b>Equipment (entire project)</b>	1 Laptop with Protection Package 1 Computer Mouse	Project Completion Period	\$935.00	\$0
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Completion Period	\$1,800.00	\$0
<b>Plan Total</b>			<b>\$541,724.50</b>	<b>\$1,101,752.48</b>

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

<b>Displacement Avoidance Plan</b>		<b>Lead Entity:</b> City of Stockton		
<b>Plan Description:</b> The Displacement Avoidance Plan (DAP) will be finalized during the first two quarters of the grant term, in order to comply with all TCC Program Guidelines requirements. The Plan Development activities will result in a set of programs and policies to avoid the displacement of existing residents and local businesses by the end of the second quarter of the grant term. Using funding from the TCC Implementation Technical Assistance Grant, the City will hire a consultant with expertise in displacement avoidance to develop the DAP. The consultant will work with City staff and the Community Engagement Plan team to engage residents and small businesses to identify displacement risks and develop a plan to address them.				
<b>Project Reimbursement Conditions:</b> The Lead Entity must complete the revision of the Displacement Avoidance Plan according to the criteria described below. If the Displacement Avoidance Plan is not complete and approved by SGC within the first two quarters of the grant term, the entire TCC Project may be subject to a stop work order.				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
<b>Task 1: Plan Development</b>				
A: Execute TCC Technical Assistance Grant Agreement. City's TCC Program Manager will facilitate the selection of a consultant. Representatives from the City's Community Development (i.e. Advanced Planning Manager, Senior Planner) and Economic Development (i.e. Director, Program Manager) Departments, as well as the Community Engagement Plan Coordinator, will also participate in the selection process.	A: Final TCC Technical Assistance Grant Agreement	Grant Execution - July 2021	\$0	\$0
B: Execute Agreement with a Consultant to implement the Displacement Avoidance Plan using the Technical Assistance Grant funding	B: Final Consultant Selection			
C: Complete thorough analysis of displacement risks in the Project Area through analysis of existing data and reports	C: TCC Displacement Report documenting top displacement risks of both existing residents and small businesses within the Project Area			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Displacement Avoidance Plan		Lead Entity: City of Stockton		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
D: Conduct community engagement, seeking feedback on the displacement risks identified through the Consultant's analysis	D: 1) Two (2) community workshops for input on the displacement risks identified a) Workshop Summaries (date/time/location, attendees, outcomes) b) Final Workshop Materials c) Publicity Materials (announcements, photos from key events)  2) Community survey for additional input for the DAP.  3) Summary of community feedback			
E: Complete a revised DAP based on the feedback gathered from Workshops and Surveys	E: 1) Revised DAP work plan and budget posted to the City's TCC webpage for public review			
F: 30-day public comment period	F: 1) Summary of Public Comments and the City's Responses 2) Revised DAP work plan and budget per the feedback collected			
G: Finalize Displacement Avoidance Plan	G: 1) Final DAP work plan and budget submitted to Partners for review and approval. Must be approved via the Mandatory Consultation Process per Partner Agreement. 2) Submit Partner-approved DAP to SGC for review and approval.			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Displacement Avoidance Plan		Lead Entity: City of Stockton		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Task 2: Plan Implementation</b>				
A: Implementation of approved Displacement Avoidance Plan. City's TCC Program Manager, as well as senior staff from the City's Community Development and Economic Development Departments will oversee the implementation of the approved Displacement Avoidance Plan.	A: Implementation of Displacement Avoidance Plan. The final scope will be pending approval by SGC.	2021 - End of Project Completion Period	\$0	TBD
<b>Plan Total</b>			<b>\$0</b>	<b>TBD</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

<b>Indicator Tracking Plan</b>		<b>Lead Entity:</b> City of Stockton & Evaluation Technical Assistance Provider		
<p><b>Plan Description:</b> The Evaluation Technical Assistance Provider will support the Stockton Rising TCC Project to fulfill the Data and Indicator Tracking and Reporting requirements by providing a program evaluation framework for the entire TCC Project. The Evaluation Technical Assistance Provider will collect quantitative and qualitative data on the TCC Project, and additionally provide Grantees and Partners with technical assistance on data collection (data indicators for quantifying environmental, health, economic, and community benefits of the projects) in order to produce annual California Air Resources Board (CARB) and project findings reports. They will also support TCC communications by coordinating the production of two narrative profiles per year, for inclusion in forums such as the CARB and SGC Annual Reports. The Lead Grantee will also coordinate the Indicator Tracking Plan with the Partners and the Evaluation Technical Assistance Provider.</p>				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>ITP 1: Grantee Indicator Tracking Plan</b>				
<b>Task 1: Grantee and Partner Indicator Tracking</b>			\$195,052.05	\$0
A: Provide Indicator Reports to Evaluation Technical Assistance Provider	A: Annual Indicator Reports 1. Data Indicators 2. Jobs Reporting	September 30 of each year		
B: Provide Evaluation Data and Information to Evaluation Technical Assistance Provider	B: Participation in Evaluation Surveys, Interviews, Focus Groups, Information Requests			
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Performance Period	\$21,672.45	\$0
<b>ITP 1 Subtotal</b>			<b>\$216,724.50</b>	<b>\$0</b>

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Indicator Tracking Plan		Lead Entity: City of Stockton & Evaluation Technical Assistance Provider		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>ITP 2: Evaluation Technical Assistance Provider Scope of Work</b>				
<b>Task 1: Site-Specific Evaluation Plan</b>			\$292,500.00	\$0
A: Update Site-Specific Evaluation Plan (evaluation methodology, logic models, control site identification)	A: Stockton Rising TCC Evaluation Plan	Grant Execution - May 2021		
B: Create Indicator Tracking Plan	B. Indicator Tracking Plan			
<b>Task 2: Technical Assistance</b>				
A: Create Data Collection Tools for Grantees and Partners	A: Data Collection Tools	May 2021 and throughout Project Performance Period		
B: Assist Grantee and Partners with Data Collection for Indicator Tracking and Reporting	B: Evaluation Technical Assistance to Grantee and Partners			
<b>Task 3: California Air Resources Board Reporting</b>				
A: Compile Indicator Data	A: Raw Data Collection	November 15 of each year		
B: Use CARB quantification methodologies to calculate GHG Emissions Reductions and Community Co-Benefits, as needed. Updated reporting is needed for changes to GHGs and tracked jobs and household-level data (solar, energy, and water efficiency projects).	B: CARB Reporting Templates			
<b>Task 4: Annual Reports</b>				
A: Collect and Aggregate Data (Baseline Data; Secondary Data; Primary Data: Indicators, Surveys, Interviews, Focus Groups, etc.)	A: Documentation of Methods	Draft Annual Report: January 15 of each year		
B: Write Annual Findings Report	B: Annual Reports (Years 1-3)			

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

Indicator Tracking Plan		Lead Entity: City of Stockton & Evaluation Technical Assistance Provider		
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
C: Present Annual Findings	C: Annual Presentation of Findings (Years 1-3)	Final Annual Report: March 15 of each year		
<b>Task 5: Process Evaluations</b>				
A: Collect Output Data from Grantees	A: Annual Process Evaluation Memo (Years 1-3)	May 15 of each year		
B: Conduct Surveys, Interviews, Focus Groups with TCC Stakeholders				
C: Interview TCC Program Staff				
D: Observe TCC Meetings				
E: Write Annual Process Evaluation of TCC Program				
<b>Task 6: TCC Communications</b>				
A: Develop Project/People Profiles highlighting work to communicate with the public and stakeholders. Coordinate Profile Selections with TCC Program and SGC Communications staff prior to development	A: Narrative Profiles (2 per year), each including: 1) Brief copy (400 words) 2) Quotes (1-2) 3) High-resolution photos (2-3)	November 30 and March 31 of each year		
<b>Lead Entity Indirect Costs</b>	Indirect costs consistent with the TCC guidelines and grant agreement, at a rate approved under this grant agreement.	Project Performance Period	\$32,500.00	\$0
<b>ITP 2 Subtotal</b>			<b>\$325,000.00</b>	<b>\$0</b>
<b>Plan Total</b>			<b>\$541,724.50</b>	<b>\$0</b>

## **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/ci-resources](http://www.arb.ca.gov/ci-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 CVRP2 or vouchers from HVIP3.

- 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\\_mgmt/downloads/CALFIRE\\_Nursery\\_Standards\\_and\\_Specs11\\_12.pdf](http://calfire.ca.gov/resource_mgmt/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/MWEL09-10-09.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](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/](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.<sup>1</sup>

<sup>1</sup> 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>

### *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.
- 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](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/MWEL009-10-09.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.
- 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**

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**Attachment D-1: TCC Project Area Map**

Stockton Rising: 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.

The Displacement Avoidance Plan summary will be amended into the Grant Agreement once the Project Reimbursement Conditions are fulfilled.

## Community Engagement Plan (CEP)

### I. Plan Overview

There are four main strategies that make up the Community Engagement Plan (CEP): coordination and alignment, resident capacity building, education campaigns, and communication. The Steering Committee is responsible for coordination and alignment across all working teams. The Community Engagement Working Team (CEWT) is made up of CEP Partners and resident representatives. They ensure the CEP is effectively executed. The Community Coalition meetings for the Stockton Rising implementation will be open to all and serve as a feedback loop, giving project area residents a space to develop relationships with each other. A group of 10 residents called “Community Liaisons” will work with Public Health Advocates (PHAdvocates) to become experts on Stockton’s TCC Implementation Grant. Simultaneously, a Youth Engagement project, led by Little Manila Rising, will develop youth leaders to become climate resiliency experts. All partners involved in the CEWT will assist with resident outreach and planning two community wide events. The Block Party will celebrate with, outreach to, and recruit community residents. The Annual Summit will share out project data and the effectiveness of adaptive governance. For communication, PHAdvocates and the TCC Program Manager will post regular social media updates, and CEWT partners will create a PhotoVoice for annual share out and a Success Story Video series for publicity.

### II. CEP Summary

Community engagement and leadership is central to Stockton Rising’s success. Opportunities for resident and stakeholder feedback, participation, and leadership development will be cultivated across the TCC Plan. To ensure we engage residents within the project area, the CEWT will partner with businesses, community based organizations, and faith-based organizations that serve residents within the project area. Additionally, the CEWT will partner with known and trusted residents that reside in the area to assist with outreach.

#### a. Decision-making processes

Eight Resident Representatives will serve in the Collaborative Stakeholder Structure (CSS): two Representatives each for the Steering Committee (SC), Capital Strategies Working Team, CEWT, and Workforce Development & Economic Opportunities Team. Resident Representatives will be selected from the project area. Resident representatives will ensure that the TCC Plan implementation remains aligned and accountable to community priorities and concerns. Resident representatives are members of the CSS decision-making bodies and will participate in the Mandatory Consultation Process.

#### b. Engagement methods

Little Manila Rising (LMR) and Fathers & Families of San Joaquin (FFSJ) will lead the youth community engagement. LMR will recruit and develop up to 55 youth to become climate resiliency experts (up to 11 annually). LMR and consultants will conduct training utilizing the Central California Environmental Justice Network (CCEJN) Environmental Justice 101 curriculum and Restore the Delta Series Training. Youth leaders will ultimately become experts on the goals of Stockton Rising and the benefits of each of the capital projects.

FFSJ will conduct PhotoVoice walking tours around South Stockton where participants live to get a sense of the challenges and opportunities of TCC. These photovoice tours will be done once a year and provide some visual documentation of the changing neighborhood over the three years and residents' perspectives on that change or non-change. FFSJ plans to have these PhotoVoice results available in an interactive online map where people can click on the points and pull up the picture as well as the commentary. These pictures will also be printed out and displayed at the residential block party and final data summit.

PHAdvocates will work with a group of 10 residents called “Community Liaisons” to become experts on Stockton’s TCC Implementation Grant. Community Liaisons (CL’s) will be residents who have been identified as trusted and known within their neighborhoods for their willingness to share resources and information and strong relationships within their communities. CL’s will use an organic approach to outreach that will rely on utilizing existing relationships and relaying information in a matter that is accessible and relatable to project area residents. Community Liaisons will be trained on topics such as environmental justice, advocacy, community engagement, and Stockton Rising funded projects.

The CEWT will partner with the 10 trusted and known residents to implement the Stockton Rising CEP. Climate Liaisons will undergo 30 hours of training over the course of 15 sessions covering topics ranging from environmental justice and climate resilience to information sessions on all of the capital projects. Additionally, Climate Liaisons will undergo training on each of the capital improvement and workforce development projects led by the leader agencies and partners. Climate Liaisons will share the information they learn with the community, assist with outreaching to encourage residents to attend the bi-monthly community meetings, and assist with evaluation.

The Community Coalition (CC) is another integral part of the CEP that will provide a space for residents, project area businesses, and organization partners to engage in Stockton Rising. Meetings for the CC will be held bi-monthly within the project area in an accessible location to maximize participation. As the Community Engagement Plan lead, PHAdvocates will create CC meeting agendas and handle logistics along with City of Stockton TCC staff. The space will be resident-centered and provide an important avenue for residents to hear project updates, learn about implementation progress and provide feedback on successes and challenges, accessing project related resources. Grievances that arise in the CC and require additional attention will be escalated through the ranks of the CSS.

CEWT and partners will host one summit for project area residents, organizations, and business owners to review progress and learn about evaluation metrics. Partners will assist with event planning and coordination, including securing a venue and reserving event rentals and conducting outreach to project area residents. During the final six months of the project, CEWT will plan and host a Stockton Rising Block Party to celebrate project success and engage residents.

c. Role of partners and history of their involvement in the community

The target population for all community engagement activities will be project areas representing low-income marginalized communities. Each partner representing the Community Engagement Working Team have close ties to the communities representing the project area and will utilize its existing relationship with residents, business, and other organizations to maximize outreach and engagement. Catholic Charities the Diocese of Stockton will leverage its network of four Catholic churches in South Stockton with large Latinx and Filipinx communities, Little Manilla

Rising will use its more than 20 years of experience advocating for marginalized communities in the Project Area and relationship with the largest high school within the Project Area, FFSJ will engage its strong network of youth and families of color and formerly incarcerated individuals, and PHAdvocates will continue to engage African American residents, churches, and the organizations that serve them. Since 2014, PHAdvocates has engaged Stockton's African American residents through its CDC (Centers for Disease Control) funded Racial and Ethnic Approaches to Community Health (REACH) Program, promoting healthy lifestyle choices and physical activity. Through this work, PHAdvocates has developed strong ties with the faith-based community, working to install community gardens at churches, establishing mobile farmers markets, and providing nutrition education. Additionally, PHAdvocates worked closely with residents to ensure that health equity was a priority in the Envision Stockton 2040 General Plan Update.

d. Plans to ensure engagement of hard-to-reach populations

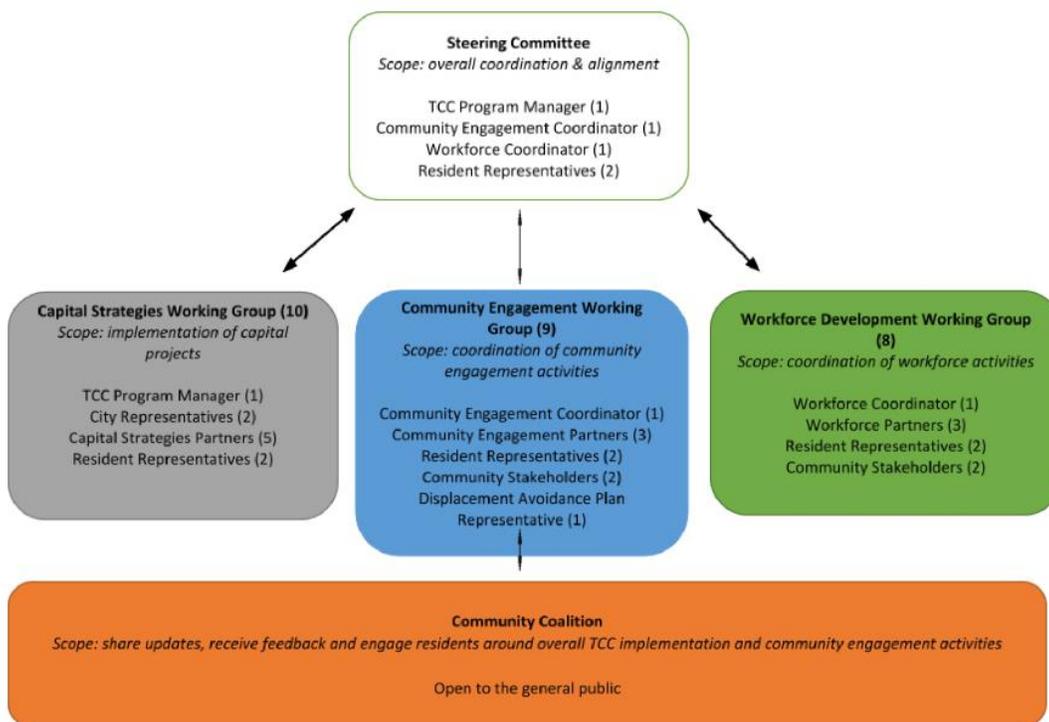
All partners will actively engage additional stakeholders, specifically those with close ties to groups not currently engaged by existing partners. Building on our existing relationships, the CEWT will use outreach strategies that have been proven to work in reaching the hard-to-reach population. We propose to utilize the following strategies: social media, door to door outreach, word of mouth, Community Liaisons, existing resident groups within the project area, Faith-based and community based clients/members, and high school and junior college campus outreach.

e. Public information and public complaint process

Public information will be shared through the Community Coalition, social media updates, and information shared via the Climate Liaisons. Residents will be able share complaints through the Community Coalition, Climate Liaisons, and website. Minor grievances that can be resolved quickly will be done so and addressed through the Community Coalition. Issues involving partners, scope of project, and/or budget will be escalated through the Collaborative Stakeholder Structure (CSS and resolved in accordance with the CSS procedures outlined in the Partner Agreement).

III. Collaborative Stakeholder Structure

The Stockton Collaborative Stakeholder Structure (CSS) is comprised of community-serving organizations, local government partners, stakeholders, and residents committed to the equitable and sustainable development of the Project Area. Historic disinvestment has produced unequal and ongoing socioeconomic, environmental and public health outcomes. The CSS will consist of a Steering Committee, 3 Working Groups, and a Community Coalition, which is a space specifically for residents. The Steering Committee and the three Working Groups will include 2 residents who will serve as voting members.



Residents will be trained through capacity building and training programs to be either Climate Liaisons or youth participants and be given the opportunity to participate in the Collaborative Stakeholder Structure. Resident Representatives will serve for the duration of the grant term and are highly encouraged to regularly attend the Community Coalition meetings to provide regular updates and opportunities for feedback. The Community Engagement Working Team will develop an outreach and selection process for the Climate Liaisons, youth participants and Resident Representatives, building on the process used to select Climate Liaisons during the TCC Planning Grant. This process will include an application that meets the needs of the community, such as allowing for video in addition to written submissions. Given their involvement and training on issues related to TCC, residents who go through TCC training will be encouraged to apply to also serve as Resident Representatives.

The Community Engagement Working Group will develop procedures for the removal or replacement of Resident Representatives who fail to fulfill their obligations or resign their position, respectively.

a. History of CSS Development

The CSS was developed out of existing meeting practices, which were developed iteratively since 2017, and updated to meet the needs of TCC grant implementation. Given the number of collaborative partners and different areas of focus or expertise, the CSS includes various working groups to maximize efficiency. These include the Steering Committee, the working groups for Capital Projects, Community Engagement and Workforce Development, and the Community Coalition. As implied, these groups are intended to meet not only to provide project or administrative updates but also to work and move forward work together. Accountability and leadership from residents is ensured through the Community Coalition, and coordination and alignment is ensured through the Steering Committee which consists of representatives from the other working groups.

b. Decision-making and community engagement processes

The CSS is committed to working together collaboratively to build a more resilient Stockton. Therefore, as established in the Stockton Rising Partner Agreement, it seeks to make consensus-based decisions to the fullest extent possible, barring extraordinary circumstances. Understanding that this project will need to be administered in accordance with the existing governance of each of our Partners, the project timeline and budget. Given this constraint, the CSS outlines the decision-making and conflict resolution protocols to follow for the different types of decisions that may need to be made.

At decision points, partners within each relevant Working Group will use the decision-making spectrum to identify what kind of decision needs to be made, endeavoring to make consensus-based decisions to the fullest extent possible.

The Community Coalition functions as a primary venue for broad resident accountability and feedback. Any concerns, issues, or challenges brought up by residents in the Community Coalition will be referred to the Community Engagement Working Team at a minimum. If the concerns cannot be addressed solely by the CEWT, the Steering Committee must address resident concerns. The same process goes for any concerns raised by Resident Representatives. Resident Representatives are highly encouraged to attend Community Coalition meetings in order to provide continuity between working groups, and to elevate issues raised in the Community Coalition in their respective Working Groups. Lastly, broad engagement methods (such as door-to-door outreach, use of social media, engagement through established neighborhood groups, the Block Party and Annual Summit) will be utilized in order to continue engaging new residents in TCC implementation. Resident feedback, questions or concerns heard via these methods will be discussed and addressed by the CEWT.

#### IV. History of TCC Proposal Development

##### a. Community engagement process

Stockton's TCC Proposal builds on a deep history of community engagement, beginning with the adoption of the 2014 Climate Action Plan (CAP). The CAP was developed in response to activism by the local Sierra Club chapter and provides a roadmap of twenty-six measures aimed at reducing greenhouse gases in Stockton.

In 2016, Fathers & Families of San Joaquin (FFSJ) co-hosted two meetings with the Greenlining Institute to explore the history of redlining in Stockton and improve environmental and public health outcomes. The first community forum focused on aligning environmental and health strategies and connected nearly 80 residents with representatives from various statewide organizations, including the California Strategic Growth Council. In the second meeting, community and local government stakeholders gathered to learn more about climate investments and strategize on how to work collaboratively together on environmental justice issues. These meetings sparked collaboration between community-based organizations and the City of Stockton for the eventual TCC Planning Grant.

In 2018, the City and seven Co-Applicants (Catholic Charities, PUENTES, PHAdvocates, Rising Sun Center for Opportunity, FFSJ, STAND, and Third City Coalition) received a TCC Planning Grant to carry out a robust outreach and engagement process. Through this, partners created a Sustainable Neighborhood Plan (SNP) that identified residents' priorities from Stockton's 2014 CAP. To shepherd this collaborative work, TCC partners came together as the Rise Stockton coalition.

Partners in the Rise Stockton coalition conducted extensive outreach and engagement to better understand the collective priorities of nearly 2,000 Planning Area residents. This outreach resulted in 33 public meetings around community priorities, ranging from targeted focus groups to workshops to town halls. This feedback was complemented by two surveys receiving a total of 239 responses to identify specific project ideas. Additional methods included informal conversations with residents, businesses, and other stakeholders, canvassing of Planning Area neighborhoods, presentations, and seminars. Through this outreach, the Rise Stockton coalition represented grounded community visions and positive relationships between residents and stakeholders such as the City. This extensive outreach and engagement culminated in the development and approval of the SNP.

##### b. Decision-making processes

Using the SNP as a guide, partners developed the community engagement plan throughout November 2019 to February 2020. The City, members of the Rise Stockton coalition, and new project implementation partners hosted outreach meetings for stakeholders within the Project Area. The City and Partners convened a shared decision-making body to determine project scoping, and the final set of proposed Projects based on the overlap of resident priorities (identified in the SNP) and the requirements of the TCC grant. The TCC Vision Statement is a reflection of the community's vision, focusing on developing essential infrastructure to improve resident health and well-being, reduce energy usage and increase household income, and build workforce training pipelines to stimulate the local economy.

## Workforce Development and Economic Opportunities Plan

### I. Plan Overview

The Workforce Development and Economic Opportunities Plan (WDEOP) recognizes that building new economic power belongs in the hands of those who have disproportionately experienced the burden of living in highly pollution burdened communities. The WDEOP commits that jobs created within the TCC Project Area will be primarily directed toward Project Area residents, ensuring that those communities have access to training commensurate with those jobs' requirements.

In coordination with the TCC funded projects, the WDEOP will create high-quality jobs and develop training programs focused on the specific needs of Project Area residents. These include a summer youth program that feeds into a pre-apprenticeship trades program, a bus maintenance mechanic apprenticeship program, solar installation training, and a garden program for incarcerated individuals. These programs will expand economic opportunity and workforce access - whether through new career training pathways, or exposing communities to the hands-on skill development necessary for high-quality jobs to take root in the Project Area. Over three years, the WDEOP should result in approximately 86 trained individuals.

Through thoughtful recruitment, partner organizations are committed to creating opportunities in the Project Area that are equitable and accessible. In serving these communities, Stockton's particular focus is on communities of color, opportunity youth, and formerly incarcerated individuals.

### II. WDEOP Summary

#### a. Workforce needs and opportunities for Project Area residents

Successful implementation of workforce development training programs and high-quality job creation will provide a necessary stimulus to Stockton's workforce. Education is a persistent challenge for Stockton's future workforce. 48.7% of residents in the Project Area over the age of 25 have less than a high school education. Accessibility remains an issue for training and supportive services. There is a glaring lack of affordable middle-skills job training that directly links to gainful employment; this in addition to the need for services like reliable transportation and affordable childcare. According to census tract data, the Project Area has an 18.6% unemployment rate, compared to the state average of 3.9%. This number in part results from a shortage of diverse, high-quality employment opportunities.

The major driver of job growth has been the region's relatively lower cost to operate business (i.e. a low-wage labor force). Historically, one of the city's points of economic leverage has been the availability of land, which has encouraged wealth to move in, mostly bringing with it low-value work. The most common job groups pertain to office & administrative support, sales-related occupations, as well as production and material moving. The primary industries in the region are retail trade, healthcare & social assistance, manufacturing and construction; many of their training needs require workers who can continuously adapt - particularly to learn how to maintain and work alongside machines.

With the notable exceptions of healthcare and the trades, most of these industries are not known for producing high-quality employment locally. Even when accounting for entry-level and experienced-level wages, Stockton's dominant industries are barely able to provide living-wage jobs for a single adult household. What's more, they are seldom able to provide living-wage jobs for households comprised of an adult and a child. Thus, the workforce component of TCC

projects include apprenticeship pathways, credentials, and training that prioritizes the community's exposure to growth in emerging green sectors.

b. Programs and services selected to address Project Area needs

Stockton's workforce demands a diverse set of solutions to its development and training needs. The four distinct programs under the workforce development and training plan will target growing occupations and industries in the Project Area, reduce barriers to employment, enhance employment readiness, and strategically align with the goals of Stockton's workforce development board. The WDEOP will also include an overarching TCC workforce coordinator.

Rising Sun Center for Opportunity (Rising Sun) will house a workforce coordinator position within TCC's Collaborative Stakeholder Structure. This position will organize and lead monthly meetings that include TCC partners, stakeholders, and resident representatives. The purpose of these meetings will be to gather insights and updates then report on the progress of the WDEOP and its objectives moving forward. These objectives should be aligned with the overall goals stated in the WDEOP while remaining adaptive to the Project Area's demographic, economic, and workforce environment.

Because of Stockton's myriad barriers to employment and job-readiness needs, the solutions under the workforce development and training plan vary in industry and occupation.

- Rising Sun is partnering with California Human Development to develop a new pre-apprenticeship pipeline for high-school and college-aged youth from seasonal employment to the Multi-Craft Core Curriculum program (MC3).
- Through GRID's IBT 200 solar installation training program, residents of the Project Area will learn skills in construction in the solar industry, job readiness, and professional development.
- RTD will support a three-year bus mechanic apprenticeship program to train bus mechanics knowledgeable in zero-emission bus technology.
- The Insight Garden Program will tailor a vocational gardening and landscaping training program to reentry populations' needs, and will create a supportive bridge between incarceration and life back in the Stockton community.

c. Job Training Programs

*Climate Careers to MC3 Pre-Apprenticeship Pipeline*

Rising Sun Center for Opportunity (Rising Sun) plans to partner with California Human Development (CHD) to provide youth (ages: 18-24) pathways to the trade industry. Rising Sun will allow CHD to market their multi-craft core curriculum (MC3) pre-apprenticeship program to youth who are currently working with Rising Sun's Climate Careers program over the summer. MC3 offers career pathways in construction, management, industry (such as foremen or developers), and other associated careers (such as architects and inspectors). Participants of Climate Careers will install various efficiency measures, including LED light bulbs, LED night lights, sink aerators, showerheads, and smart power strips. Rising Sun works with local schools, nonprofits and other organizations, such as food banks, cultural groups, and congregations to recruit local youth participants. To ensure high completion rates and reduce barriers to entry, Rising Sun offers a living wage to its participants, ample training, and a stipend and tuition reimbursement for those interested in the MC3 program. Rising Sun will report its training completion rates following each cohort.

*IBT200 Solar Installation Program*

GRID Alternatives' Installation Basic Training 200-Hour (IBT 200) Program has served 109 job trainees in the North Valley with industry-specific technical solar installation skills. Using classroom, lab, and on-site training, the program prepares students in the areas of customer service and construction industries. Completion of the course awards participants certificates of completion in the area of Array and Electrical Layout as well as CPR and OSHA 10 certifications. GRID seeks partnerships with local job training organizations, affordable housing developers, and public service providers to recruit within the Project Area. To ensure high completion rates and reduce barriers to entry, GRID offers a stipend to cover living expenses while people train. The technical and professional development skills learned during this training prepare participants for careers in solar installation. GRID will report its training completion rates following each cohort.

*Bus Maintenance Mechanic Apprenticeship Program*

The San Joaquin Regional Transit District (RTD) sponsors a three-year Bus Maintenance Mechanic Apprenticeship Program, which consists of 144 hours of instruction per year at SJDC and 5,568 hours of training with RTD which is broken down into 40 hours of training per week over three years. The training covers the mechanical components of a bus including electrical, brakes, diesel engines, HVAC, transmission and drivetrain, steering and suspension, preventative maintenance and inspection, electronic diesel diagnostics, electric drive systems, hybrid systems, and welding. RTD hires its apprentices locally where possible and complies strictly with EEO practices. To ensure high completion rates and reduce barriers to entry, RTD offers a strong living wage, a significant benefits package, and a career pathway in bus and EV maintenance. RTD will report its training completion rates following the graduation of this cohort.

*Vocational Gardening and Landscaping Training Program*

The Insight Garden Program (IGP) holds weekly classes for inmates reentering the workforce to teach life skills including interpersonal communication, leadership development, community-building, and emotional processing as well as practical skills such as permaculture, landscape design, soil building, organic gardening, and conservation. The curriculum also has lessons on environmental justice, food access, and health equity. Participants develop skills that they can take to green sector careers in a range of fields including urban gardens, farm-to-table

restaurants, environmental education organizations, and landscaping companies. The full-time equivalent positions funded by TCC dollars directly support time spent with people from Stockton. To ensure high completion rates, the program offered earned time credits off the length of participants' sentences. It also has proven efficacy in mental and emotional health therapy and reentry services after the serving of their sentence. IGP will report its training completion rates following each cohort.

d. Job Placement Plan

To recruit within the Project Area, partners largely use a strategy of partnering with local organizations that have already built trust in the communities being served. TCC workforce partners target job placement to find work that pays a living wage, has healthy and positive working conditions, and offers opportunities for advancement and growth. GRID offers job fairs and other job placement resources with identified solar and other related companies in the area. RTD hires all the graduates from its apprenticeship program. Rising Sun continues its partnerships with other local nonprofits, schools, and other organizations from the recruitment process to place graduates in local jobs. Similarly, IGP places people reentering the workforce through their network of Stockton environmental justice partners and green sector organizations. Based on their job placement history, GRID anticipates placing about eight (50%) of their graduates into solar-related work after the completion of their program; Rising Sun will place another eight based on their 86% job placement rate; RTD will place all four (100%) of their apprentices into mechanic roles at RTD following their apprenticeship; and IGP will place about 27 (90%) into green sector jobs upon reentry.

## Climate Adaptation and Resiliency Plan (CARP)

### I. Plan Overview

Increasing temperatures, severe droughts, and rising sea levels pose the most significant threats to vulnerable populations in the Project Area. The effects of these changes will range from catastrophic events, such as floods, to declining health and economic outcomes for residents. Communities that will be disproportionately affected by climate change are those similar to the Project Area – diverse, low-income, and politically and socially marginalized. As a result, increasing temperatures, severe droughts, and rising sea levels will have dramatic environmental, health, and economic consequences. The debilitating effects of climate change will have detrimental outcomes, reinforcing the cycle of poverty in communities of color like those in the Project Area.

Stockton Rising’s resiliency strategies seek to address the safety and health risks exacerbated by climate change for the Project Area’s most vulnerable residents. Stockton Rising proposes adaptation measures that build community resilience among vulnerable populations by promoting healthy built environments, reducing health vulnerabilities, and mitigating the consequences of rising temperatures. Proposed projects form a mosaic of resiliency building measures and activities that will prepare the Project Area for the anticipated impacts of climate change. These resiliency measures include fortifying critical infrastructure, such as the urban forest, that are critical to reduce temperatures and create pedestrian-friendly environments and equipping households with energy- and water-efficient appliances and solar power to ensure low-income families can afford the means to mitigate extreme heats, such as air conditioning.

### II. CARP Summary

*Climate Vulnerability: risks and exposures in the Project Area and their impacts on vulnerable populations and the built environment*

Increasing temperatures have a direct impact on the health of communities, which threatens economic security. According to a California Department of Public Health (CDPH) study, increased temperatures “...directly harm human health through heat-related illnesses (mild heat stress to fatal heat stroke) and the exacerbation of pre-existing conditions in the medically fragile, chronically ill, and vulnerable.” Furthermore, the same report found high heat days “...contribute to and exacerbate respiratory disease in children and adults.” Project Area residents are experiencing extremely high rates of asthma and heart attacks due to increasing temperatures. In fact, CalEnviroScreen 3.0 data reports 11 of 15 census tracts within the Project Area are within the top 5<sup>th</sup> percentile for the rate of emergency department visits for asthma. The economic impact of medical care for heat-related illnesses presents another barrier for low-income communities that may lack access to healthcare services. Increasing temperatures will increase heat-related health issues and impose associated economic burdens. Furthermore, increasing temperatures pose a threat to the built environment which will be less accessible and deteriorate more rapidly amid extreme heat. The success of ongoing efforts to create a pedestrian-friendly built environment by expanding bike lanes and modifying existing infrastructure (e.g. Miner Avenue) are dependent upon safe and welcoming conditions (i.e. reasonable temperatures).

Stockton faces the threat of severe droughts, which threaten the health and economic well-being of residents. CDPH’s study warns that predicted temperature increases and changes in precipitation “... may lead to intensified drought conditions.” Droughts pose a myriad of threats, including an increased risk of wildfires and decreased availability of water. Decreased availability of water makes it difficult to mitigate the health effects of increasing temperatures and increases the cost of water – an economic burden for low-income communities. More severe and frequent droughts will intensify the aforementioned consequences of rising

temperatures, while also posing additional health risks and economic burdens on residents. The built environment will also suffer from more frequent and intense droughts due to consequences of droughts, such as wildfires, which create unsafe outdoor conditions. Furthermore, increasing water costs will make it more difficult than it already is for the City to afford the ongoing maintenance of the built environment, such as the urban forest.

Stockton's proximity to the San Joaquin Delta exposes it to rising sea level threats. Should sea levels rise above 1 meter, neighborhoods within the Project Area will face floods in the event of severe storms. Floods destroy physical infrastructure, disrupt essential services, and damage local ecosystems. The most direct threat of floods is the potential to destroy buildings, roads, and other basic physical infrastructure. Destruction of transportation infrastructure could also disrupt the delivery of emergency services, such as medical and fire response vehicles, in the short- and long-term. Increased salinity as a result of floods can reduce the quality and quantity of water supplies and make local environmental uninhabitable for native species.

*Adaptation Measures in TCC Project: measures to address risks of vulnerable populations and to increase resiliency of proposed infrastructure projects*

The City and Partners have addressed the risks posed to the most vulnerable populations within the Project Area, as well as provided resiliency measures to be integrated within projects, to meet the challenges posed by climate change. The adaptation measures were intentionally selected to bolster the integrity of the projects, ensuring the projected benefits are attained despite difficult circumstances.

Stockton Rising includes two infrastructure projects that incorporate measures to fortify infrastructural and community resilience and improve functionality through anticipated increasing temperatures over the next twenty years. The Miner Avenue Complete Street Improvements project includes a significant urban greening component, providing shade for pedestrians and bikers and mitigating the urban heat island effect, which is expected to worsen due to increasing temperatures. The Urban Forest Renovation Project will plant 1,750 drought resistant, carbon sequestering trees to address the urban heat island effect and improve air quality, reducing temperatures and alleviating respiratory problems. Urban greening efforts mitigate urban heat islands, sequester carbon, and enhance the built environment, all of which have positive effects on health outcomes, such as rates of asthma and heart disease. Both projects significantly enhance the built environment by creating pedestrian-centered environments that promote healthy lifestyles.

Stockton Rising will also augment the resiliency of vulnerable households within the Project Area, protecting the most vulnerable communities from extreme heat and drought. The Climate Careers and Stockton Energy for All projects will install energy efficiency devices and solar panels, respectively, to reduce the demand on the electrical grid and utility costs associated with cooling, allowing low-income residences to access air conditioning during peak temperature seasons. Similarly, the Climate Careers project will provide water efficient devices to allow residents to stay hydrated even as the cost of water increases, or in the case of increased drought. These projects will enable low-income communities greater access to the built and natural environment by supporting safe and healthy conditions within homes.

**Attachment D-3: Invoicing and Reporting Templates**

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[TO BE PRINTED ON GRANTEE LETTERHEAD]

Date: \_\_\_\_\_

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
 IMPLEMENTATION GRANT - BIMONTHLY INVOICE SUMMARY**

Grantee:		Grant Number:	
TCC Project Name:		Round #:	
Period #:	Reporting Period Dates:	[START DATE]	[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:	

<b>TCC Project Component</b>	<b>Amount</b>
Grantee Costs	
Indicator Tracking Costs	
Project #1	
Project #2	
Project #3	
Project #4	
Project #5	
Project #6	
Project #7	
Project #8	
Community Engagement	
Workforce Development	
Displacement Avoidance	
<b>TOTAL to be reimbursed this Period</b>	

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
 IMPLEMENTATION GRANT - BIMONTHLY INVOICE DETAIL**

Complete this form for **Grantee Direct Costs, Indicator Tracking Costs, each Funded Project, Community Engagement Plan, and Workforce Development and Economic Opportunities Plan.**

Grantee:		Grant Number:	
TCC Project Name:		Round #:	
Period #:	Reporting Period Dates:	[START DATE]	[END DATE]
[Insert Grantee Costs, Indicator Tracking, TCC Project # and Name, or Transformative Plan Name]		Lead Entity: [Insert name]	

TASK	Cost Description	Amount	Supporting Documentation/ Page #
1			
	Subtotal		
2			
	Subtotal		
3			
	Subtotal		
Travel			
	Subtotal		
Equipment			
	Subtotal		
Indirect/ Overhead			
	Subtotal		
	<b>SUBTOTAL FOR THIS PERIOD</b>		

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:

Grantee Activities	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> <li>• Describe work completed</li> <li>• Use bullet points and be succinct</li> <li>• Make sure to clearly align with the language used in Exhibit B (to ensure easy review)  <b>Bold any deliverables or evidence of work submitted</b></li> </ul>	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
<b>Total Direct Costs</b>	
	\$
<b>Total Indirect Costs</b>	
	\$

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

2. Summarize the **Indicator Tracking** work completed during the reporting period:

Description of Work Completed	Grant Funds Spent

3. Summarize the work completed during reporting period. Insert one table for each **Funded Project** and **Transformative Plan**.

[INSERT NAME OF FUNDED PROJECT OR PLAN]	Lead Entity: [INSERT]
Tasks	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> <li>Describe work completed</li> <li>Use bullet points and be succinct</li> <li>Make sure to clearly align with the language used in Exhibit B (to ensure easy review)</li> </ul> <p><b>Bold any deliverables submitted</b></p>	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$
<b>Total</b>	\$

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, and 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: <ul style="list-style-type: none"> <li>• Annual Leverage Funding Report</li> <li>• Annual Equipment Inventory Record</li> <li>• Annual Detailed Budget</li> </ul>			
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.

**Leverage Projects**

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

1. Summarize each Leverage Project’s milestones and deliverables completed in the last year.
2. Summarize the leverage projects that have not met their planned milestones or timelines for the year. Describe the adjusted new timeline.
3. Describe any challenges and/or issues faced with implementing or monitoring stand-alone leverage projects.

**Additional TCC-Related Investments**

List any new, additional investments generated by the TCC grant or extended leverage commitments adopted after TCC grant execution. Only include additional leverage funding that was not originally included in the grant agreement.

Leverage Project or New Investment	Funding Source	New Amount Committed (\$)	Dates Committed	Description of Project or New Investment (include reference links, if available)

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
 ANNUAL LEVERAGE FUNDING REPORT

<b>Grantee:</b>	[INSERT HERE]	<b>Grant #:</b>	[INSERT HERE]
<b>TCC Project Name:</b>	[INSERT HERE]	<b>Round #:</b>	[INSERT HERE]
<b>Reporting Period (start date):</b>	[INSERT HERE]		
<b>Reporting Period (end date):</b>	[INSERT HERE]		

<b>Project #, Plan, or Grantee Costs</b>	<b>Funding Source</b>	<b>Total Committed (\$)</b>	<b>Amount (\$) Spent During Reporting Period</b>	<b>Dates Spent (MM/DD/YYYY-MM/DD/YYYY)</b>	<b>Supporting Documentation (File Name)</b>
<b>Total Leverage:</b>					

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3  
 Grant Number: SGC20107, City of Stockton

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
**ANNUAL EQUIPMENT INVENTORY RECORD**

<b>Grantee:</b>	[INSERT HERE]	<b>Grant #:</b>	[INSERT HERE]
<b>TCC Project Name:</b>	[INSERT HERE]	<b>Round #:</b>	[INSERT HERE]
<b>Reporting Period (start date):</b>	[INSERT HERE]		
<b>Reporting Period (end date):</b>	[INSERT HERE]		

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

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**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 three (3) 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 November 2023.

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 September 2024.

<b>REPORTING SCHEDULE</b>					
<b>REPORTING PERIOD</b>		<b>BIMONTHLY PROGRESS REPORT</b>	<b>ANNUAL REPORTS</b> (Progress, Indicators, Leverage Funding, Equipment Inventory)	<b>DETAILED BUDGET</b>	<b>DUE DATE</b>
<b>START</b>	<b>END</b>				
Grant Execution	December 31, 2020	X			January 31, 2021
January 1, 2021	February 28, 2021	X			March 31, 2021
March 1, 2021	April 30, 2021	X			May 31, 2021
May 1, 2021	June 30, 2021	X			July 31, 2021
July 1, 2021	August 31, 2021	X	X – All Annual Reports (Covers Grant Execution – June 30, 2021)	N/A	September 30, 2021
September 1, 2021	October 31, 2021	X			November 30, 2021
November 1, 2021	December 31, 2021	X			January 31, 2022
January 1, 2022	February 28, 2022	X			March 31, 2022
March 1, 2022	April 30, 2022	X			May 31, 2022
May 1, 2022	June 30, 2022	X			July 31, 2022
July 1, 2022	August 31, 2022	X	X – All Annual Reports (Covers July 1, 2021 – June 30, 2022)	X	September 30, 2022
September 1, 2022	October 31, 2022	X			November 30, 2022
November 1, 2022	December 31, 2022	X			January 10, 2023
January 1, 2023	February 28, 2023	X			March 31, 2023
March 1, 2023	April 30, 2023	X			May 31, 2023
May 1, 2023	June 30, 2023	X			July 31, 2023
July 1, 2023	August 31, 2023	X	X – All Annual Reports (Covers July 1, 2022 – June 30, 2023)	N/A	September 30, 2023

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REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DETAILED BUDGET	DUE DATE
START	END				
September 1, 2023	October 31, 2023	X	X – All Annual Reports plus FINAL REPORT (Covers July 1, 2023 – End of Project Completion Period)	N/A	November 30, 2023
July 1, 2023	August 31, 2024		X Annual Progress, Indicators, and Leverage Funding Reports Only	N/A	September 30, 2024

### **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 general indicators for Water Efficiency projects and 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.

<b>General Indicators for all Equitable Housing and Neighborhood Development Projects</b>	
<b>Indicator</b>	<b>Data Source</b>
Housing units [# constructed by size of unit]*	Project documentation (e.g., design plans)
Affordable housing units [# constructed by size of unit]*	Project documentation (e.g., design plans)
Trees planted [#, species, location]*	Project documentation (e.g., landscaping invoices)
Net density [Dwelling units / acre]*	Project documentation (e.g., design plans)
% of housing units occupied	Project documentation (e.g., rental agreements)
% of income restricted housing units occupied	Project documentation (e.g., rental agreements)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number of energy efficiency measures installed by measure type and building type	Project documentation (e.g., installation invoices)

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<b>General Indicators for all Active Transportation Projects</b>	
<b>Indicator</b>	<b>Data Source</b>
Linear feet and location of bike lanes installed, by class	Project documentation (e.g., project design plans)
Linear feet and location of pedestrian pathways completed	Project documentation (e.g., project design plans)
Number and location of American Disabilities Act (ADA) standard ramps installed	Project documentation (e.g., project design plans)
Number and location of signalized intersections installed with bike detection	Project documentation (e.g., project design plans)

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<b>General Indicators for all Transit and Rail Access Projects<sup>2</sup></b>	
<b>Indicator</b>	<b>Data Source</b>
Free / reduced cost transit passes issued	Project documentation (e.g., procurement records)
Number and type (make, model) of electric vehicles added to public transit fleet	Project documentation (e.g., procurement records)
Number and type (make, model) of alternative fuel vehicles added to public transit fleet (by fuel type)	Project documentation (e.g., procurement records)
Additional departure times added by transit route separated by transit type	Project documentation (e.g., service schedules)
Additional stops added by transit route	Project documentation (e.g., service schedules)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number and type of energy efficiency measures adopted / installed	Project documentation (e.g., installation records)

<sup>2</sup> The Evaluation Technical Assistance Provider will update these indicators for rail projects.

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<b>General Indicators for all Car Sharing and Mobility Enhancement Projects</b>	
<b>Indicator</b>	<b>Data Source</b>
Vehicles in service* [# and type (model, make)]	Project documentation (e.g., fleet purchase and service records)
Number and location of charging stations installed	Project documentation (e.g., installer invoices)
Number and location of EV charging outlets installed by level of service	Project documentation (e.g., installer invoices)
Number of users registered for carsharing and other mobility project types	Project documentation (e.g., user registration records)
Number of users registered for vanpool service	Project documentation (e.g., user registration records)
Number of EV miles traveled (by PEV type)	Project documentation (e.g., fleet mileage reports)
Number of vanpool miles traveled	Project documentation (e.g., fleet mileage reports)
Number of vehicle miles traveled by other shared vehicles	Project documentation (e.g., fleet mileage reports)
Estimated energy usage (kWh) from installed EV charging infrastructure	Project documentation (e.g., metered data, if available)

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<b>General Indicators for all Solar Installation and Energy Efficiency Projects</b>	
<b>Indicator</b>	<b>Data Source</b>
Number of solar PV systems installed by building type	Project documentation (e.g., installation invoices)
Installed solar photovoltaic capacity (kW)	Project documentation (e.g., installation invoices)
Number of solar water heating systems installed by building type	Project documentation (e.g., installation invoices)
Number of fossil fuel based water heating systems replaced by type	Project documentation (e.g., installation invoices)
Number of energy efficiency measures installed by type of measure and building type	Project documentation (e.g., installation invoices)
Number of site visits to assess energy efficiency potential by building type	Project documentation (e.g. assessment paperwork)
Number of site visits to assess solar PV potential by building type	Project documentation (e.g. assessment paperwork)
Number of site visits to assess solar water heating potential by building type	Project documentation (e.g. assessment paperwork)
Number of individuals trained on energy efficiency measures by building type	Project documentation (e.g. training records)
Number of individuals trained on solar PV maintenance by building type	Project documentation (e.g. training records)
Number of individuals trained on solar water heating system maintenance by building type	Project documentation (e.g. training records)

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<b>General Indicators for all Urban Greening and Green Infrastructure Projects</b>	
<b>Indicator</b>	<b>Data Source</b>
Trees planted [#, species, location]*	Project documentation (e.g. landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g. design plans)
Square feet of permeable surfaces added	Project documentation (e.g. design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g. training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g. training records)

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<b>General Indicators for all Health and Well-Being Projects</b>	
<b>Indicator</b>	<b>Data Source</b>
Trees planted [#, species, location]*	Project documentation (e.g. landscaping invoices)
Square feet of other vegetation planted	Project documentation (e.g. design plans)
Square feet of permeable surfaces added	Project documentation (e.g. design plans)
Number of training activities related to tree/vegetation maintenance	Project documentation (e.g. training records)
Number of residents trained on tree/vegetation maintenance	Project documentation (e.g. training records)

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<b>General Indicators for Community Engagement Plan (CEP) for a Specific Project and overarching TCC Project Area</b>	
<b>Indicator</b>	<b>Data Source</b>
Number of community engagement events held [by language]	(e.g. flyers in different language, photos)
Number of stakeholders engaged at each event	Project documentation (e.g., sign in sheets)
Number of stakeholders engaged through the site's social media outreach	Project documentation (e.g., social media followers)
Number of materials distributed to stakeholders (by language)	Project documentation (e.g., mailing lists)
Total number of people directly served by TCC projects	Project documentation (e.g., project level registration lists)
Total number of volunteers who participated in project implementation	Project documentation (e.g., volunteer sign-in sheets)
Total number of people who provided commentary or input on the project	Project documentation (e.g., meeting minutes, written comments, etc.)

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<b>General Indicators for Displacement Avoidance Plan (DAP)</b>	
<b>Indicator</b>	<b>Data Source</b>
Number of affordable units built under density bonus agreements	Project documentation (e.g., agreement paperwork)
Number of market rate units built under density bonus agreements	Project documentation (e.g., agreement paperwork)
Number of affordable units built under reduced development impact fees	Project documentation (e.g., fee waivers)
Number of market rate units built under reduced development impact fees	Project documentation (e.g., fee waivers)
Number of workshops to inform residents about affordable housing opportunities	Project documentation (e.g., agendas)
Number of residents engaged at workshops about affordable housing opportunities	Project documentation (e.g., sign-in sheets)
Number of tenant's rights education classes held	Project documentation (e.g., agendas)
Number of residents participating in tenant's rights education classes	Project documentation (e.g., sign-in sheets)
Number of foreclosure prevention events for homeowners and owners of multi-unit dwellings (MUDs)	Project documentation (e.g., agendas)
Number of homeowners and MUD owners who attend/participate in foreclosure prevention workshops	Project documentation (e.g., sign-in sheets)
Number of site visits conducted to assess the health and needs of businesses	Project documentation (e.g., assessments)

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<b>General Indicators for Workforce Development and Economic Opportunities Plan (WDEOP) for a Specific Project and overarching TCC Project Area</b>	
<b>Indicator</b>	<b>Data Source</b>
<b>Employment Activities</b>	
Number of jobs supported with TCC grant funds, disaggregated by job quality and access metrics <sup>3</sup>	Project documentation (e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports)
Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment	Project documentation (e.g., agreement records)
<b>Job Training Activities</b>	
Number of job training opportunities instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around training opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job training opportunities	Project documentation (e.g., sign-in sheets)
Number of individuals who apply for job training opportunities	Project documentation (e.g., job training applications)
Number of individuals enrolled in job training opportunities	Project documentation (e.g., enrollment paperwork)
Number of trainees that completed job training, disaggregated by training quality and access metrics <sup>4</sup>	Project documentation (e.g., training records)
<b>Job Placement Activities</b>	
Number of job placement arrangements instituted with partner employers	Project documentation (e.g., memorandums of understanding)
Number of resource events around job placement opportunities	Project documentation (e.g., agendas)
Number of individuals engaged at resource events around job placement opportunities	Project documentation (e.g., sign-in sheets)

<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.

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Number of individuals who apply for job placement opportunities	Project documentation (e.g., job placement applications)
Number of job placement participants placed in employment	Project documentation (e.g., placement records)

**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.

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**Grantee Authorized Signatory:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Type or Print Name)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**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 \_\_\_\_\_

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**Attachment D-7: TCC Communications Kit**

[ATTACHED DOCUMENT]

# Communications Kit

Transformative Climate Communities Program Grantee



## WELCOME TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL GRANTEE COMMUNITY!

Our team believes everyone deserves to hear about the important work you're doing to put California cap-and-trade dollars to work through your Transformative Climate Communities Program (TCC) award. This Communications Kit provides you with tips and recommendations to help you spread the word far and wide, as well as information to ensure that you are well-equipped to comply with our publicity and communications requirements for all TCC grantees.

Dear Transformative Climate Communities Grantee,

Congratulations on your Transformative Climate Communities Program (TCC) award. All of your hard work has paid off! We look forward to working closely with you to achieve the major environmental, health, and climate benefits your project promises.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the communications and external affairs team at California Strategic Growth Council (SGC) has prepared this Communications Kit. As you plan communications and events related to your TCC award, please use this kit, which includes both 1) a set of communications and branding guidelines we require TCC grantees to follow, and 2) an array of resources and best practices that can help you streamline and enhance your communications efforts across traditional and digital media channels.

We hope this kit serves as a resource for your current project and provides you with tools that can help you harness and strengthen your continuing relationship with SGC. We're here, along with the Department of Conservation and the California Climate Investments program, as resources for you and your work.

If you are planning an event or announcement, need sample materials, or need assistance or advice, please contact your TCC grant manager, who will connect you with our communications team.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help achieve major environmental, health, and equity impacts in your community. We look forward to partnering with you!

Best,

The California Strategic Growth Council Team

# Publicity Requirements & Guidelines for TCC Grantees

SGC requires TCC grantees to acknowledge the California Strategic Growth Council, California Climate Investments (CCI), and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and other media-related and public-out-reach products related to the TCC grant. Guidance on CCI logo usage, signage, and logo files contained in the Style Guide are available at: [www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request). Access SGC, CCI, and DOC logo files at the following link: [http://sgc.ca.gov/programs/tcc/docs/20200310-TCC\\_Logos.zip](http://sgc.ca.gov/programs/tcc/docs/20200310-TCC_Logos.zip)

When using SGC's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

## LONG-FORM MATERIALS

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

*The California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC) empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. Administered in partnership with the California Department of Conservation, TCC funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. For more information, visit [sgc.ca.gov/programs/tcc/](http://sgc.ca.gov/programs/tcc/)*

*TCC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthen-*

*ing 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](http://www.caclimateinvestments.ca.gov).*

## 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 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."*

**MOSTLY VISUAL:**

Grantees 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 boilerplate language acknowledging CCI and SGC support is not practical, grantees should instead include the official logos of SGC, CCI, and DOC preceded by the words “Supported by.”

**SIGNAGE**

Grantees must post signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size conveying 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 should also include the SGC, CCI, and DOC logos. Please refer to the “Publicity” section of the TCC Grant Agreement for specific, additional guidelines about signage.

**MEDIA INQUIRIES**

TCC Grantees must identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to SGC. 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 SGC’s communications team prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

**COMMUNICATIONS MATERIALS & PHOTOS**

TCC grant recipients must prepare one or more two-to-four-page documents that provide a summary of the grant components and tell the story of the project development process and/or implementation. All such materials must be approved by SGC’s communications team prior to distribution. SGC may display such materials on its website.

In addition, SGC requires TCC grantees to share between 8–24 high-resolution, color photos with SGC during the project period. These photos should include pictures of both people and the project. SGC reserves the right to use these photos across any and all of its communications platforms.

**SOCIAL MEDIA**

SGC encourages TCC grantees to use social media to share the process of creating and developing a TCC proposal as well as stages of the project’s implementation. Grantees must tag @CalSGC, and @CAClimateInvest and @CalConservation in all Tweets related to the TCC grant; tag California Strategic Growth Council and California Department of Conservation on LinkedIn; on Facebook and other platforms, please mention California Strategic Growth Council, California Climate Investments, and California Department of Conservation.

# Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all of your communications comply with the Publicity Requirements and Guidelines on pages 3–4 of this kit.

## CREATE A WEBSITE

One of the best ways to share the latest information about the progress of your TCC project is to compile everything the public needs to know into well-organized website. Your website should be simple and inviting, with sections explaining who you are, what the TCC program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

## PRESS RELEASES & MEDIA ADVISORIES

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

### PRESS RELEASE

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of affordable units,

total emissions reductions), along with quotes from people who are engaged with your project – for example, representatives from partner organizations, residents who engaged in project design, and SGC's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

### MEDIA ADVISORY

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention – as well as what photo opportunities will be available at the event.

### SOCIAL MEDIA

Numerous social media platforms support digital storytelling and promotion. Use your existing platforms to talk about your TCC project. We also encourage you to follow SGC on Twitter and LinkedIn so we can watch for and share your updates about your TCC project. Please see our social media section of this kit for more details.

### BLOG POST

If you or any of your partners currently has an active blog, we encourage you to write a post highlighting the progress or impact of your TCC project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their programs, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

## NEWSLETTER

If you or any of your TCC partners have a newsletter or listserv, please share your award announcement and other important milestones through that platform. Encourage community leaders and/or elected officials who work with you frequently to announce TCC milestones through their newsletters or listservs as well. Please contact us at SGC so we can share your important TCC milestones through our newsletter as well!

## OP-ED OR LETTER TO THE EDITOR

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new TCC award and the benefits it will bring to your community. A good approach is to acknowledge the various stakeholders involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using TCC's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

# Events and Engagement

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your TCC project.

## HOLD A PROJECT AREA TOUR AND RIBBON CUTTING CEREMONY

Invite project partners, elected officials, funders, and other stakeholders to speak at the event. SGC staff members and Council members try to be available to participate in these events. Invite local media to attend the event (see “Media Advisory” on page 5) and provide enough information that they’ll be excited to cover it.

Do a press conference right before the ribbon cutting. Plan the message you want attendees to take away from the event, so you can craft speakers’ dialogue around it. Generally, you want to agree in advance with your speakers about what angles they’ll cover – that way, you can be sure all the important points get attention without too much repetition. Let speakers know how much time they have for their comments – typically 4-5 speakers giving comments for about 2 minutes each is plenty for a press conference. Leave time for questions at the end. You’ll need a master of ceremonies who introduces each speaker, facilitates the Q&A, and keeps the program on-track. And an audio amplification system – a microphone and a speaker – is usually important, unless you are in a very quiet space.

Give yourself plenty of time to secure the location, publicize the event, invite press, gather equipment and any visual materials, and ensure spokespeople are fully prepared.

## HOST COMMUNITY EVENTS

Organizing a fun kick-off meeting and other community events for stakeholders and the general public is a great way to raise awareness about your TCC award and get more people involved in the planning and implementation process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

## REMEMBER

The SGC team is here to help! We love to work with grantees to brainstorm communication strategies. We can provide quotes from SGC leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact your TCC grant manager who will connect you with SGC’s communications team for support.



# Social Media

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Social media offers an array of powerful, free platforms that enable you to communicate about your TCC project to potentially large audiences.

## FOLLOW US

The California Strategic Growth Council (@CalSGC), the Department of Conservation (@CalConservation), and California Climate Investments (@CalClimateInvest) post frequently on Twitter about the State's efforts to improve our environment and communities. SGC and DOC are also active on LinkedIn. We encourage you and your TCC partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about TCC, or about anything else relevant or interesting to you, please 'like' and retweet us – sometimes it can even save you the trouble of crafting your own tweet.

## TAG US

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

## TAG YOUR PARTNERS

Remember to include co-applicants and other key stakeholders and champions in social media posts about your TCC award. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

## USE HASHTAGS

Hashtags can be a very effective way to increase a post's visibility and response rate. It is best to use a few relevant hashtags, like #TransformativeClimateCommunities, #transit, #equity and #climatechange.

## TAKE PICTURES

A social post with a great image attached is bound to get more traction than one without an image. Throughout every stage of the TCC process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

## SHORTEN THE MESSAGE

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences, (see the sample posts below). Use commonly known abbreviations and conjunctions.

## AMPLIFY THE VOICES OF COMMUNITY MEMBERS

Reach out to partners and community members for their videos, quotes, and pictures that share how your TCC project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and stakeholders create is another way to demonstrate TCC's impact.

## POST OFTEN

Interact with your audience as much as possible on all platforms. It is ideal to post between a few times a week and once or twice a day on social media. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

## MORE SOCIAL MEDIA TIPS

- » Encourage audience engagement by posting questions.
- » Use URL shortening tools from sites like bitly.com and tinyurl.com.
- » Don't be afraid to use emojis.
- » Encourage your colleagues and TCC partners to participate in social media conversations.
- » Be visual! Use infographics instead of text when possible.
- » Observe copyright laws.



# Photo Tips

Consider pointers in this section when using photography to tell your project's story.

## QUALITY

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient, as long as your subject is in focus, well-lit, and the phone is turned sideways (landscape orientation – use this orientation for videos, too!). Photos on social media don't have to be as high quality as photos on your website or newsletter.

## EVERYONE'S A PHOTOGRAPHER

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designating someone who owns a nice camera to take photographs during events is always a good practice.

## DON'T HAVE A GREAT PHOTO?

Services like Flickr, Pixabay, and Upsplash offer countless high-quality photos that you can download and use for free.

## CONTENT

When possible, photos should be bright and colorful, without being too 'noisy,' blurry, or filtered. Candid photos of people working or interacting tend to be more unique and eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

## REMEMBER

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!



### STAY IN TOUCH!

Feel free to contact your TCC grant manager for support.

### SGC'S NEWSLETTER AND TCC LISTSERV

[bit.ly/2CTvCyB](https://bit.ly/2CTvCyB)

Follow us on social media and check our website regularly for new announcements and updates!

### TWITTER

[twitter.com/CalSGC](https://twitter.com/CalSGC)

### LINKEDIN

[linkedin.com/company/strategic-growth-council/](https://linkedin.com/company/strategic-growth-council/)

### WEBSITE

[sgc.ca.gov](https://sgc.ca.gov)

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGC20107, City of Stockton

**Attachment D-8: TCC Partnership Agreement**

The Evaluation Partner must sign the Partnership Agreement or enter into a separate agreement with the Grantee by January 30, 2021, or the Grant Agreement may be subject to a stop work order.

[ATTACHED DOCUMENT]

## **PARTNER AGREEMENT**

### **TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT**

The following is an Agreement, dated \_\_\_\_\_, 2020, by and between Catholic Charities of the Diocese of Stockton, Edible Schoolyard Project, Fathers & Families of San Joaquin, GRID Alternatives North Valley, Inc., Insight Garden Program, Little Manila Rising, Promotores Unidas Para La Educación Nacional Tecnologías Sostenibles (“PUENTES”), Public Health Advocates, Rising Sun Center for Opportunity, and the San Joaquin Regional Transit District, a “PROJECT PARTNER” and collectively “PROJECT PARTNERS”; and the City of Stockton, a municipal corporation, the “CITY.”

WHEREAS, the CITY was awarded a \$170,000 Transformative Climate Communities (“TCC”) Round I Planning Grant by the California Strategic Growth Council in January 2018; and

WHEREAS, the activities completed during the TCC Round I Planning Grant, including the Sustainable Neighborhood Plan, prepared the CITY and PARTNERS to apply for a TCC Implementation Grant; and

WHEREAS, the City Council adopted resolution 2020-02-04-1401 on February 4, 2020 authorizing the City Manager to apply for a TCC Round 3 Implementation Grant; and

WHEREAS, the CITY and PROJECT PARTNERS developed and submitted an application for TCC Round 3 Implementation Grant funding on March 6, 2020, entitled: *Stockton Rising*.

WHEREAS, the CITY was awarded a TCC Round 3 Implementation Grant on June 25, 2020 by the California Strategic Growth Council (Exhibit G – award letter) in the amount of \$10,834,490.00 for Stockton Rising; and,

WHEREAS, a required component of the Grant Agreement is an executed Partner Agreement between the CITY and PARTNERS; and

WHEREAS, the Partner Agreement must, at a minimum, include the following:

- Identification of the Grantee
- Roles and responsibilities for the Grantee and all PARTNERS, residents, and/or community-nominated members
- Governance of the Collaborative Stakeholder Structure including processes for handling disputes and procedures to change, add, or remove members
- Legal and financial considerations including liability provisions, financial relationships between the Grantee and Partners, the process Grantee will use to reimburse the Partners, and procurement processes
- Transparent decision-making process
- Non-discrimination clause
- Meeting facilitation procedures including frequency of meetings, minimum number of meetings open to public, means for publishing meeting agenda and notes for public access
- Process for involving community representatives and community-based organizations in decision-making

WHEREAS, the CITY and PARTNERS collaboratively developed this Partner Agreement to address all the required elements aforementioned; and

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

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## TERMS AND CONDITIONS

### Section 1. Definitions

- 1) “Application” – Stockton Rising application for funding.
- 2) “Bi-Monthly” – Every other month.
- 3) “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.
- 4) “Funded Projects” – Projects that will be implemented with TCC Implementation Grant funds through this Partner Agreement, and that are compliant with the Round 3 TCC Guidelines and Fundable Elements listed in Appendix B of the TCC Guidelines
  - a) Quantifiable Projects – Projects that contain “quantifiable elements” are quantifiable under CARB quantification methodologies.
  - b) Non-Quantifiable Projects – Project that do not contain “quantifiable elements” that are quantifiable under CARB quantification methodologies, but are still eligible for grant funds.
- 5) “EVALUATION PARTNER” – Consultant receiving funds through the Evaluation Grant to implement the Evaluation Technical Assistance Plan required by the TCC Grant Agreement (Attachment D-5).
- 6) “Grant Agreement” – Refers to the Grant Agreement by and between the CITY and SGC, and all its exhibits and attachments, and included in this Partner Agreement as Exhibit C.
- 7) “Grant Term” – The Project Completion Period and Performance Period collectively, as defined by the Grant Agreement (Exhibit A, Part 2, Section 1).
- 8) “Greenhouse Gases (GHG)” – Any gas that absorbs infrared radiation in the atmosphere. Greenhouse gases include, but are not limited to, water vapor, carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrochlorofluorocarbons (HCFCs), ozone (O<sub>3</sub>), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>).
- 9) “Leverage Funding” – Funds used to complete all, or a portion, of a Funded Project that were not issued or awarded under the Grant Agreement.
- 10) “Notice to Proceed” – To be issued by the CITY to PARTNERS once the CITY has executed the Grant Agreement with the Strategic Growth Council and has been authorized to use grant funds.
- 11) “PARTNERS” – Refers to PROJECT PARTNERS and EVALUATION PARTNERS collectively.
- 12) “Performance Period” – Begins immediately after each Quantifiable and Non-Quantifiable Project or Transformative Plan is completed, if applicable. 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.

- 13) "Project Area" – The area defined by the map included in the Grant Agreement (Attachment D-1).
- 14) "Project Completion Period" – Begins the date that the CITY and the California Strategic Growth Council have signed the Grant Agreement. All TCC Project Components, with the exception of indicator Tracking, must be completed during the Project Completion Period.
- 15) "PROJECT PARTNER" – Entities receiving TCC Implementation Grant funds for Funded Projects through this Partner Agreement.
- 16) "SGC" – The Strategic Growth Council.
- 17) "Stockton Rising" – All aspects of the CITY's TCC Project required by the CITY and its PARTNERS in the TCC Grant Agreement (Exhibit C).
- 18) "Subcontractors" – Third parties hired by either the CITY or PARTNERS.
- 19) "State" – Any state agency with an oversight role over the funding for Stockton Rising.
- 20) "TCC" – Transformative Climate Communities.
- 21) "TCC Guidelines" – TCC Program Guidelines (Round 3) adopted on October 31, 2019.
- 22) "TCC Program" – The Transformative Climate Communities Program.
- 23) "TCC Strategies" – Strategies that achieve the objectives of the TCC Program, as defined by Appendix B of the TCC Guidelines.
- 24) "Transformative Plans" – Refers to the plans included in Stockton Rising to implement the Transformative Elements required by the TCC Guidelines (Appendix C).

## **Section 2. Incorporation of TCC Guidelines and the Grant Agreement Requirements**

- 1) The CITY and its PARTNERS intend that this Partner Agreement shall conform to, and satisfy all requirements of, the TCC Guidelines and the Grant Agreement. The performance of their respective projects shall be conducted in accordance with the Grant Agreement, the TCC Guidelines, and this Partner Agreement.

## **Section 3. Complete Agreement**

- 1) The complete agreement consists of all the following agreement documents which by reference are incorporated and made a part of this agreement. The CITY and its PARTNERS agree to comply with the terms and conditions of this agreement.
  - a) Exhibit A – General Terms & Conditions
  - b) Exhibit B – Reimbursement Request Process

- c) Exhibit C – Grant Agreement
- d) Exhibit D – Project Specific Indicator Tracking Plans
- e) Exhibit E – Reporting Schedule
- f) Exhibit F – Sustainable Neighborhood Plan
- g) Exhibit G – Award Letter for Round III Implementation Grant
- h) Exhibit H – Project Area Map
- i) Exhibit I – Partner Agreement Included in TCC Application

#### **Section 4. Term**

- 1) This Partner Agreement shall take effect upon issuance of a Notice to Proceed by the CITY and shall conclude upon the conclusion of the Grant Agreement, unless otherwise terminated or amended.

#### **Section 5. The City of Stockton**

- 1) The CITY shall be the Grantee and will carry out all responsibilities required of the Grantee as described in the Grant Agreement.
- 2) The CITY agrees that it will be jointly and severally liable for performance of the grant requirements under the Grant Agreement and will meet the following commitments to its PARTNERS:
  - a) Commitment to Stockton Rising and its implementation as described in the Grant Agreement
    - i) The CITY acknowledges that it:
      - (1) Has reviewed the TCC Guidelines and Grant Agreement;
      - (2) Led the preparation of Stockton Rising and application;
      - (3) Is fully committed to the goals and requirements of Stockton Rising, the requirements of the Grant Agreement and this Partner Agreement, and agrees to take all actions necessary to effectuate the requirements of the Grant Agreement and Stockton Rising in accordance with State of California requirements.
  - b) Commitment to Work Collaboratively
    - i) The CITY commits to work collaboratively with PARTNERS, and other key partners and stakeholders throughout the entirety of the Grant Term.
  - c) Leverage Funds
    - i) The CITY will fulfill its Leverage Funding obligations as described in the Grant Agreement to support integrated strategic investment for Stockton Rising.
  - d) Supervision and Coordination of Stockton Rising
    - i) The CITY will provide staff support during the entirety of the Grant Term for the supervision and coordination of all components of Stockton Rising.

- ii) The CITY shall ensure that the Transformative Plans included in the Grant Agreement are properly implemented by all PARTNERS and shall address all issues or oversights of the plans with expediency should they arise.
  - iii) The CITY shall develop and approve all community outreach tools to be utilized by all PARTNERS, including a website, fact sheets, and public presentations.
  - iv) The CITY shall directly oversee the implementation of the final Displacement Avoidance Plan included in the Grant Agreement to ensure support for equitable development and the pursuit of good policy around the opportunities and projects embedded in Stockton Rising. The CITY will work with PARTNERS to anticipate the displacement prevention needs of the Project Area, focus on key educational opportunities, and encourage advocacy and accountability on behalf of the residents and businesses of the Project Area.
  - v) The CITY shall comply, and will ensure PARTNERS comply, with the Indicator Tracking Requirements included in the Grant Agreement as well as those defined by the EVALUATION PARTNER and approved by the CITY and PARTNERS.
  - vi) The CITY will enter into any necessary additional agreements with PARTNERS outside of this Partner Agreement for the implementation of Stockton Rising.
- e) Grant Funds
- i) The CITY shall comply with all of the accounting, disbursement, recordkeeping, and all other compliance requirements set forth in the Grant Agreement with respect to itself and PARTNERS.
- f) Commitment of Funds
- i) The CITY will abide by its commitment of funds described in the final respective project Budgets and Schedules of Deliverables in Exhibit B of the Grant Agreement.
- g) Bi-Monthly Invoices
- i) The CITY shall prepare and submit bi-monthly invoices to SGC on behalf of PARTNERS in accordance with Sections 13 and 14 of the Grant Agreement.
  - ii) The CITY shall disburse grant funds to PARTNERS as reimbursement for work performed in accordance with the respective final approved Budget and Schedules of Deliverables included as Exhibit B of the Grant Agreement.
- h) Bi-Monthly Reports
- i) The CITY shall prepare and submit all required documents and reports to SGC or other governmental agencies, including bi-monthly progress reports, annual progress reports, annual leverage funding reports, and annual detailed budgets, equipment inventory records, annual indicator tracking report, project completion reports, final report, final leverage funding report, and any other reports related to indicator tracking as required under Section 12 of the Grant Agreement.

i) Governance

- i) The CITY shall adhere to the Collaborative Stakeholder Structure, as defined in Section 9 hereto.

**Section 6. Partners**

1) The commitments of all PARTNERS include:

a) PARTNERS acknowledge they individually:

- i) Have reviewed the TCC Guidelines and Grant Agreement;
- ii) Participated in the preparation of Stockton Rising and application;
- iii) Are fully committed to the goals and requirements of Stockton Rising, the TCC Guidelines, the Grant Agreement, and this Partner Agreement, and will take all actions necessary to effectuate the requirements therein.

b) PARTNERS reaffirm their understanding that Stockton Rising is intended to achieve the priorities of the residents and businesses of the Project Area, as articulated in the Sustainable Neighborhood Plan [Exhibit F] and in other strategic planning documents.

c) Commitment to Work Collaboratively

- i) PARTNERS each commit to work with the CITY, each other, government entities, and other partners or subcontractors they have respectively selected to assist in the implementation of their respective project(s) as well as residents and stakeholders throughout the entirety of the Grant Term.

d) Leverage Funds

- i) PARTNERS will ensure that all public and private funds stated as Leverage Funding for their respective project(s) or scopes of work (as shown in their project Budget and Schedule of Deliverables in Exhibit B of the Grant Agreement) will be made available and used appropriately implement their Funded Projects.
- ii) PARTNERS shall not use grant funds to supplant any Leverage Funding commitment.
- iii) PARTNERS will be held solely and individually liable for abiding by any specific requirements of these leveraged sources and ensuring that there are no conflicts between policies or restrictions on all sources of funds needed to complete their respective project.

e) Reporting

- i) For their respective project or scope of work, PARTNERS shall develop, prepare, and submit regular updates to the CITY and the Steering Committee (See Section 9. Collaborative Stakeholder Structure) on their progress toward their objectives, and

- provide appropriate photos, stories, and meeting and event notices in a timely fashion to the CITY.
- ii) For their respective project or scope of work, PARTNERS shall respond to requests for any specific information or reports from the State or the CITY.
- f) Recordkeeping
- i) PARTNERS shall maintain their own individual records in accordance with Sections 22, 23, and 24 of the Grant Agreement.
  - ii) PARTNERS must maintain adequate records for Stockton Rising, including letters and email correspondences, financial records (including agreements and any associated documents with Subcontractors and receipts), engagement documentation, required reports, data, readiness, and compliance documentation.
  - iii) PARTNERS shall allow the CITY the opportunity to inspect and have full and complete copies of all records related to the implementation of their respective project or scope of work.
  - iv) The State reserves the right to audit PARTNERS and CITY records for their respective projects and scopes of work.
  - v) PARTNERS and Subcontractors must maintain copies of their respective project records for four (4) years after the Performance Period.
  - vi) 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.
  - vii) The State may require recovery of payment from the CITY, and the CITY may thereby require a recovery payment from PARTNERS, as warranted, based on an audit finding, or any other remedies available in law or equity.
- g) Governance
- i) PARTNERS shall adhere to the Collaborative Stakeholder Structure, as defined in Section 9 hereto.

## **Section 7. Project Partners**

- 1) By execution of this Partner Agreement, all PROJECT PARTNERS agree that they will work with the CITY to implement the Grant Agreement for their respective projects for the Project Area. PROJECT PARTNERS commit to all duties and responsibilities corresponding to the PROJECT PARTNER's role and the execution of the respective goals and strategies associated with their respective projects under Stockton Rising and the Grant Agreement for the Grant Term.
- 2) Responsibilities of PROJECT PARTNERS pursuant to the Grant Agreement:
  - a) Implementation of Project

- i) PROJECT PARTNERS agree to oversee the implementation of their respective project(s) as defined by the Grant Agreement. PROJECT PARTNERS agree to address any change in schedule, design, or outcome immediately with the CITY, as appropriate. PROJECT PARTNERS agree to prepare and propose solutions and an action plan to address any issues as they arise, working collaboratively with their Subcontractors and each other to ensure their respective projects do not deviate from their intended purpose and the expectations of the residents, businesses, and stakeholders of the Project Area.
  - ii) PROJECT PARTNERS agree that they will be jointly and severally liable with the CITY for their specific performance of their respective project(s) pursuant to the Budget and Schedule of Deliverables included in Exhibit B of the Grant Agreement and the Indicator Tracking Plan included in the Grant Agreement.
- b) Coordination of Activities
- i) PROJECT PARTNERS will be responsible for securing all government approvals or discretionary reviews required for the implementation of their respective project and coordinating any permits, approvals, funding, or review by City, County, and/or related agencies required in the appropriate and legal implementation of their respective projects under Stockton Rising.
- c) Leverage Funding
- i) Pursuant to Section 15 of the Grant Agreement, PROJECT PARTNERS will:
    - (1) Report on their respective Leverage Funding expended in their budget and annual reporting forms and provide supporting documentation of their respective Leverage Funding expended that will be made available to the CITY and the State upon request.
    - (2) Spend their respective Leverage Funding within the Project Area and for the purposes described in the their respective Budget and Schedule of Deliverables included in Exhibit B of the Grant Agreement.
    - (3) Report on the expenditure of their respective Leverage Funding starting June 25, 2020 until the end of the Performance Period.
- d) Hiring Subcontractors
- i) PROJECT PARTNERS may contract with various subcontractors who will provide needed administrative, design, engagement, or implementation support to coordinate and oversee initiation and completion of specific funded improvement projects at their respective project(s). The CITY's obligation to pay PROJECT PARTNERS is an independent obligation from PROJECT PARTNERS' obligations to pay their respective subcontractors.
  - ii) PROJECT PARTNERS are entitled to make use of their own staff and Subcontractors as identified in their respective project Budget and Schedule of Deliverables included in Exhibit B of the Grant Agreement.

- iii) PROJECT PARTNERS must manage, monitor, and accept responsibility for the performance of their own respective staff and Subcontractors and will conduct their respective project activities and services consistent with professional standards for the industry and type of work being performed under this Partner Agreement.
    - iv) Nothing in this Partner Agreement or otherwise will 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 this Partner Agreement.
- e) Conditions for Beginning Work
  - i) PROJECT PARTNERS are to ensure all Conditions for Beginning Work as defined in Section 10 of the Grant Agreement, and outlined below, are completed for their respective project prior to commencing any reimbursable project work:
    - (1) For Funded Projects, PROJECT PARTNERS must achieve readiness prior to expending any direct project costs. Only predevelopment and associated indirect costs can be spent prior to achieving readiness. PROJECT PARTNERS must demonstrate readiness in accordance with Appendix B of the TCC Guidelines.
      - (a) All Funded Projects must achieve readiness within the first year of the Grant Term. The projects that do not meet the readiness requirement 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) The CITY has sole discretion to determine when PROJECT PARTNERS have demonstrated readiness for each Funded Project.
- f) Transformative Plans
  - i) PROJECT PARTNERS agree to participate in and incorporate the Transformative Plans, as appropriate, to their respective project(s).
- g) Reporting Requirements
  - i) The reporting requirements for PROJECT PARTNERS include, but are not limited to, the Reporting Requirements outlined in Section 12 of the Grant Agreement:
    - (1) General Reporting Requirements:
      - (a) All applicable reports must be completed using templates attached to the 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 by and between the CITY and SGC.
      - (c) All reports must be submitted to the CITY on the due date specified in the Reporting Schedule (Attachment E-4 of Grant Agreement). 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 signatory to this Partner Agreement or an authorized designee.
  - (e) The 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.
  - (f) A PROJECT PARTNER's failure to meet the reporting requirements on time may result in a delay in reimbursement.
- (2) Bimonthly Progress Reports:
- (a) PROJECT PARTNERS must complete bi-monthly Progress Reports on their respective project(s) using the template attached to the Grant Agreement (Attachment E-3).
  - (b) 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.
  - (c) PROJECT PARTNERS must report on any deliverables submitted and submit evidence of work completed, as requested by the CITY or SGC.
- (3) Annual Reports:
- (a) The following materials must be submitted on an annual basis for the duration of the Project Completion Period:
    - (i) Annual Progress Report
      - 1. PROJECT PARTNERS must complete the Annual Progress Reports for their respective project(s) using the template provided by SGC in the Grant Agreement.
    - (ii) Leverage Funding Report
      - 1. If applicable, PROJECT PARTNERS must submit Annual Leverage Funding Report forms for their respective project(s) using the template provided in the Grant Agreement.
    - (iii) Detailed Budget
      - 1. PROJECT PARTNERS must provide, for their respective project(s), the annual Detailed Budget aligned with the Budget and Schedule of Deliverables in the Grant Agreement.
    - (iv) Equipment Inventory Record

1. PROJECT PARTNERS must maintain an inventory of all equipment acquired with grant funds. See Exhibit A, Part 2, Section 29, Ownership, of the Grant Agreement for further instruction regarding the equipment inventory.

(4) Project Completion Reports:

(a) Completion Report

- (i) PROJECT PARTNERS must complete a report at the completion of each individual Project using the template provided by SGC.

(b) Supporting Documentation

- (i) PROJECT PARTNERS must submit any supporting documentation required to demonstrate that Projects are fully completed to the CITY.

(c) Equipment Inventory Record

- (i) PROJECT PARTNERS must complete an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using the template provided by SGC.

h) Monitoring and Oversight

- i) In accordance with Section 21 of the Grant Agreement, PROJECT PARTNERS agree to grant the CITY and the State, or its designated representative(s), the right to visit their respective project sites pertaining to any TCC project described in the Grant Agreement with prior written notice of such visit. Project sites may include any public or participating private properties.
- ii) PROJECT PARTNERS agree that the State, or its designated representative(s), have the right to conduct a final inspection of their respective completed Funded Project, as determined by SGC.
  - (1) For construction projects, this may require a certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that such project has been completed in substantial accordance with final plans and specification and any modifications.
  - (2) If the PROJECT PARTNER arranges a final inspection, the PROJECT PARTNER must notify the CITY of the inspection date at least fifteen (15) working days prior to the inspection to provide the CITY and the State time to participate.

i) Disbursement Requests

- i) PROJECT PARTNERS will submit, for their respective project(s), to the CITY, bi-monthly disbursement requests with all required supporting documentation, according to the procedures outlined in the Reimbursement Request Process

attached as Exhibit B to this Partner Agreement and pursuant to the Reporting Schedule in the Grant Agreement (Attachment D-4). Pursuant to Exhibit A, Part 2, Section 13 of the Grant Agreement, PROJECT PARTNERS acknowledge and commit to the following payment provisions:

- (1) PROJECT PARTNER will be responsible for front funding all TCC reimbursable expenses in order to advance their respective project and will receive TCC funding on a reimbursable basis.
  - (2) The CITY will not reimburse PROJECT PARTNERS until funds have been received by the State, and will only pay up to the amount it received from the State.
  - (3) All invoices must be submitted to the CITY and must be supported by adequate documentation evidencing that the direct cost for which each PROJECT PARTNER seeks reimbursement has been incurred.
  - (4) PROJECT PARTNERS may only request reimbursement from the CITY for eligible costs incurred for their respective project(s) during the Grant Term. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
  - (5) Eligible Costs are defined as those costs consistent with Exhibit A, Part 2, Section 13, ii, of the Grant Agreement.
- j) Retention
- i) The CITY will withhold payment of the final 5% of the total requested amount for each Funded Project with the exception of the Indicator Plan, Community Engagement Plan, and Workforce Development and Economic Opportunities Plan invoices, until the CITY determines that the requirements of the PROJECT PARTNER's respective project have been fulfilled per the Grant Agreement. This is pursuant to Section 13 of the Grant Agreement.
- k) Applicability of the California Public Records Act (Govt. Code Section 6250 et seq.)
- i) In accordance with Section 23 of the Grant Agreement, PROJECT PARTNERS agree 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.). The CITY and PROJECT PARTNERS may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under the Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 52 of the Grant Agreement. The CITY and PROJECT PARTNERS 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.
- l) Review of Contracts

- i) PROJECT PARTNERS must provide the CITY with copies of all contracts for review prior to execution to ensure that contracts meet all scope of work, programmatic, and policy requirements.
- m) PROJECT PARTNERS and their Subcontractors certify that they are 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 relation to air or water pollution.

### **Section 8. Evaluation Partner**

- 1) Stockton Rising is focused on collecting and utilizing data to:
  - a) Monitor the progress of project implementation so that the CITY and its PROJECT PARTNERS can stay on track toward achieving the specific impact goals outlined for their respective project(s) in the Grant Agreement;
  - b) Communicate implementation milestones and neighborhood transformations to external stakeholders; and,
  - c) Build a data inventory that can support long-term analysis of the project impacts in relation to stated goals.
- 2) At the time this Partner Agreement has been executed, the EVALUATION PARTNER has yet to be selected. The CITY shall select the EVALUATION PARTNER at a later date, and upon entering into a professional services agreement, the EVALUATION PARTNER shall become a signatory to, and be bound by, this Partner Agreement without need to amend.
- 3) The EVALUATION PARTNER will enter into a professional services agreement with the CITY following the execution of this Partner Agreement which will outline a scope of work and specific deliverables, the terms of which supersede any conflicting terms of this Partner Agreement.
- 4) EVALUATION PARTNER will be responsible for ensuring that:
  - a) All required data is tracked pursuant to the Final Indicator Tracking Plans in the Grant Agreement;
  - b) All required data is tracked appropriately and reported on in the appropriate timeframe and format by PROJECT PARTNERS and the CITY.

- 5) EVALUATION PARTNER will work closely and collaboratively with the CITY and PROJECT PARTNERS to identify specific indicators that will be tracked over time to understand project quality and to assess public health, economic development, GHG reductions, and other project-specific outcomes as required under the Grant Agreement. PROJECT PARTNERS may also invite community stakeholders to participate in this process, in which case the EVALUATION PARTNER and PROJECT PARTNERS will work collaboratively to plan and facilitate community engagement efforts.
- 6) EVALUATION PARTNER will ensure that the final set of indicators meets regulatory requirements set by SGC and other relevant State agencies.
- 7) EVALUATION PARTNER will create an Evaluation Plan that will summarize all of the indicators to be tracked pursuant to the requirements of the Grant Agreement and the desires of the CITY and PROJECT PARTNERS, as well as define the specific metrics for measuring those indicators and codify data collection methods for tracking indicators.
- 8) EVALUATION PARTNER will train all PROJECT PARTNERS as applicable on what data to collect, how to collect their assigned data, and how to report on data to meet State requirements, as identified in the Final Indicator Tracking Plans included in the Grant Agreement. EVALUATION PARTNER will ensure that PROJECT PARTNERS are meeting their data collection requirements and provide support to PROJECT PARTNERS if they are encountering obstacles or challenges in their data collection efforts.
- 9) EVALUATION PARTNER will engage residents and businesses through a mix of targeted surveys, structured interviews, and focus groups to examine how TCC investments are affecting the quality of life for Project Area residents.
- 10) EVALUATION PARTNER will identify publicly available data (e.g., Census, Bureau of Labor Statistics) for tracking neighborhood-level metrics that are identified by the stakeholders.
- 11) EVALUATION PARTNER will share all data (raw and transformed) that does not contain personally identifying information with the CITY and PROJECT PARTNERS annually for the indicators that the Stockton Rising Steering Committee defines and that are required by the State in the Grant Agreement.
- 12) EVALUATION PARTNER will lead a discussion with the Stockton Rising Steering Committee annually, to review the performance of key indicators in relation to programmatic goals.
  - a) If metric targets are not met, the Stockton Rising Steering Committee will discuss potential issues, challenges, or barriers to success, and make recommendations for technical assistance, programmatic adjustments, or other interventions.
  - b) Underperforming PROJECT PARTNERS will be asked to develop a program improvement plan, for their respective project(s), that identifies specific and measurable goals, outcomes, and indicators of success within a specific timeline.

## **Section 9. Collaborative Stakeholder Structure**

- 1) Overview

- a) Stockton Rising’s Collaborative Stakeholder Structure (CSS) is comprised of community-serving organizations, local government partners, community stakeholders, and residents committed to the equitable and sustainable development of the Project Area. Historic disinvestment has produced unequal and ongoing socioeconomic, environmental, and public health outcomes. We are committed to working collaboratively together to build a more resilient Stockton.
  - b) Process Responsibility
    - i) The CITY is ultimately responsible for the success of the activities embodied in Stockton Rising. The CITY is using its Lead Grantee funds to provide staff to manage all aspects of Stockton Rising, including this Collaborative Stakeholder Structure. In collaboration with the Stockton Rising Steering Committee (“Steering Committee”), and the Chairs of the Capital Projects, Community Engagement, and Workforce Development and Economic Opportunity Subcommittees, the CITY will monitor the day-to-day operations of Stockton Rising and will be responsible for addressing any conflicts or performance issues.
  - c) Communication
    - i) The CITY, in collaboration with the Stockton Rising Steering Committee and Community Engagement Subcommittee, will be in regular communication and hold regular meetings to ensure cohesive oversight and management of all TCC projects, programs, and events.
    - ii) The CITY will consult with PARTNERS as well as the Stockton Rising Steering Committee privately and in 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.
- 2) Stockton Rising Steering Committee (“Steering Committee”)
- a) Scope
    - i) Coordination and alignment of the Collaborative Stakeholder Structure (“CSS”).
    - ii) Review progress of Stockton Rising’s Grant Agreement deliverables.
    - iii) Support overall success of Stockton Rising by participating in activities related to grant implementation as needed.
    - iv) Bi-annual planning meetings (mid- and end-of-year) to evaluate impact and coordinate upcoming activities, participants include all members of the Collaborative Stakeholder Structure.
    - v) Adaptive management & conflict resolution. The Steering Committee is designed to provide guidance and resources to ensure projects funded by TCC are on track and outcomes are achieved or exceeded per the Grant Agreement. If projects are stalling or organizations are not performing adequately, these issues will be raised with the

Steering Committee which will evaluate situations on a case-by-case basis and generate options for resolution.

b) Frequency & Location of Meetings

- i) The Steering Committee shall meet at least once every three (3) months and may choose to meet more frequently when necessary.
- ii) The Steering Committee shall meet at community accessible locations, open to the public, within the Project Area.

c) Membership and Associated Responsibilities

i) Facilitator

- (1) The TCC Program Manager hired by the City of Stockton shall serve as the Facilitator of the Steering Committee. As such, the TCC Program Manager is responsible for the following:
  - (a) Scheduling and convening Steering Committee meetings.
  - (b) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.
  - (c) Developing an agenda and preparing any associated materials.
  - (d) Tracking the attendance of Steering Committee members.
- (2) The TCC Program Manager, at the direction of the City Manager's Office, shall be the final decision maker of the Steering Committee, subject to the Mandatory Consultation Process.

ii) Members

- (1) There shall be four (4) Members of the Steering Committee:
  - (a) Community Engagement Coordinator – Public Health Advocates
  - (b) Workforce Coordinator – Rising Sun Center for Opportunity
  - (c) Two (2) Resident Representatives – Project Area Residents
- (2) Members are non-voting, advisory participants.

3) Working Groups

a) Capital Strategies Working Group

i) Scope

- (1) Coordination of all seven (7) capital projects: Miner Avenue Complete Streets Improvement, Climate Careers Energy, Stockton Energy for All Single-Family, Stockton Energy for All Multi-Family Climate Careers Water, Urban Forest Renovation Project, Edible Education at Home.
  - (2) Review progress of capital projects toward Grant Agreement deliverables.
  - (3) Report progress toward Grant Agreement deliverables to Steering Committee.
- ii) Frequency & Location of Meetings
- (1) The Capital Strategies Working Group shall meet at least every other month and may meet more frequently when necessary.
  - (2) The Capital Strategies Working Group shall meet at community accessible locations, open to the public, within the Project Area.
- iii) Membership and Associated Responsibilities
- (1) Facilitator
    - (a) The TCC Program Manager hired by the City of Stockton shall serve as the Facilitator of the Capital Strategies Working Group. As such, the TCC Program Manager is responsible for the following:
      - (i) Scheduling and convening meetings.
      - (ii) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.
      - (iii) Developing an agenda and preparing any associated materials.
      - (iv) Tracking the attendance of members.
    - (b) The TCC Program Manager, at the direction of the City Manager's Office, shall be the final decision maker of the Capital Strategies Working Group, subject to the Mandatory Consultation Process.
  - (2) Members
    - (a) There shall be nine (9) Members of the Capital Strategies Working Group:
      - (i) Two (2) City Representatives – City of Stockton (Appointed by City Manager)
      - (ii) Five (5) Representatives from PROJECT PARTNERS
      - (iii) Two (2) Resident Representatives – Project Area Residents
    - (b) Members are non-voting, advisory participants.

## b) Community Engagement Working Group

## i) Scope

- (1) Coordination of community engagement activities.
- (2) Oversight of information that is routinely shared via the City of Stockton website or PHA public-facing platforms.
- (3) Coordinate events open to the general public to celebrate, facilitate community feedback, share resources, and educate.
- (4) Development of a process to recruit, appoint, and train residents from the Project Area to serve as Resident Representatives on the Steering Committee, Working Groups, and Community Coalition.

## ii) Frequency &amp; Location of Meetings

- (1) The Community Engagement Working Group shall meet at least every month and may meet more frequently when necessary.
- (2) The Community Engagement Working Group shall meet at community accessible locations, open to the public, within the Project Area.

## iii) Membership and Associated Responsibilities

## (1) Facilitator

- (a) The Community Engagement Coordinator hired by Public Health Advocates shall serve as the Facilitator of the Community Engagement Working Group. As such, the Community Engagement Coordinator is responsible for the following:
  - (i) Scheduling and convening meetings.
  - (ii) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.
  - (iii) Developing an agenda and preparing any associated materials.
  - (iv) Tracking the attendance of members.
- (b) The Community Engagement Coordinator is a voting member, decisions are made by a simple majority of voting members.

## (2) Members

- (a) There shall be eight (8) Members of the Community Engagement Working Group:
  - (i) Three (3) Representatives from Community Engagement Plan Partners

- (ii) Two (2) Resident Representatives – Project Area Residents
  - (iii) Two (2) Community Stakeholders -- Community Organizations Working in the Project Area
  - (iv) One (1) Displacement Avoidance Plan Representative
- (b) Members are voting members, decisions are made by a simple majority of voting members.
- c) Workforce Development Working Group
  - i) Scope
    - (1) Coordination of workforce development activities.
    - (2) Report out on the progress of workforce development activities to the Steering Committee.
  - ii) Frequency & Location of Meetings
    - (1) The Workforce Development Working Group shall meet at least every month and may meet more frequently when necessary.
    - (2) The Workforce Development Working Group shall meet at community accessible locations, open to the public, within the Project Area.
  - iii) Membership and Associated Responsibilities
    - (1) Facilitator
      - (a) The Workforce Coordinator hired by Rising Sun Center for Opportunity shall serve as the Facilitator of the Workforce Development Working Group. As such, the Workforce Coordinator is responsible for the following:
        - (i) Scheduling and convening meetings.
        - (ii) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.
        - (iii) Developing an agenda and preparing any associated materials.
        - (iv) Tracking the attendance of members.
      - (b) The Workforce Coordinator is a voting member, decisions are made by a simple majority of voting members.
    - (2) Members

- (a) There shall be seven (7) Members of the Workforce Development Working Group:
  - (i) Three (3) Representatives from Workforce Development & Economic Opportunity Plan Partners
  - (ii) Two (2) Resident Representatives – Project Area Residents
  - (iii) Two (2) Community Stakeholders - Representing Small Businesses in the Project Area
- (b) Member are voting members, decisions are made by simple majority of voting members.

#### 4) Community Coalition

##### a) Scope

- i) Share information, education, and updates regarding TCC Implementation for residents.
- ii) Engage residents and stakeholders in community engagement implementation.
- iii) Receive community feedback.
- iv) Ensure alignment of TCC implementation with the Sustainable Neighborhood Plan and its community priorities.
- v) Participate in the Mandatory Consultation Process.

##### b) Frequency & Location of Meetings

- i) The Community Coalition shall meet at least every other month and may choose to meet more frequently when necessary.
- ii) The Community Coalition shall meet at community accessible locations, open to the public, within the Project Area. Outreach to ensure public participation will be conducted by the Community Engagement Working Team through established networks, such as resident councils, school councils, churches, community centers, and chambers of commerce.

##### c) Membership and Associated Responsibilities

##### i) Facilitator

- (1) The Community Engagement Coordinator hired by Public Health Advocates shall serve as the Facilitator of the Community Coalition. As such, the Community Engagement Coordinator is responsible for the following:

- (a) Scheduling and convening Community Coalition meetings.

- (b) Making reasonable arrangements to support the participation of residents, businesses, and other stakeholders from the Project Area.
- (c) Developing an agenda and preparing any associated materials.
- (d) Tracking the attendance of members.

(2) The Community Engagement Coordinator is a non-voting member of the Community Coalition, decisions are made by a simple majority of voting members.

ii) Members

- (1) Any person who resides, works, or owns property within the TCC Project Area may participate as a full member during meetings of the Community Coalition.
- (2) Subject to such rules and procedures as approved by the Community Coalition, all Members are voting members and decisions are made by a simple majority of voting members.

5) Governance & Decision-Making Protocols

a) Meeting Procedures

- i) All Collaborative Stakeholder Structure (CSS) meetings require seventy-two (72) hour notice, and meeting agendas and notes for public access will be published on the City of Stockton website.
- ii) CSS meetings will be held at times that are accessible to community members (e.g. 4:30-6:00pm). CSS meetings will be held at locations that are accessible to community members, such as:
  - (1) CPFSJ (Dorothy L. Jones Community and Health Center)
  - (2) Stribley Community Center
  - (3) Van Buskirk Community Center
  - (4) Maya Angelou Library
  - (5) Kennedy Community Center
  - (6) City Hall (for Steering Committee meetings)
- iii) PARTNERS may send multiple representatives to meetings, but in the case of a vote, each PARTNER entity will only have one (1) vote.
- iv) Quorum is established when there is a majority ( $1/2 + 1$ ) of members present.
  - (1) In the case of the Community Coalition, quorum is established when at least five (5) qualifying individuals are present.

- v) Special or additional meetings may be called at the request of the CITY, Steering Committee, Working Groups, or Community Coalition (by a majority vote), provided that there is a minimum of 72 hours' notice.
- b) Administrative Support
- i) The administrative staff hired by the CITY for Stockton Rising will support the Working Group leads and Community Coalition with identifying and reserving meeting space, taking notes, and any other reasonable administrative support required.
- c) Resident Representatives
- i) Residents will be trained through capacity building and training programs to be either Climate Liaisons or youth participants.
  - ii) Resident Representatives are residents who serve on the Collaborative Stakeholder Structure. Resident Representatives will serve for the duration of the grant term. Resident Representatives are highly encouraged to regularly attend the Community Coalition meetings to provide regular updates and opportunities for feedback.
  - iii) The Community Engagement Working Group will develop an outreach and selection process for the Climate Liaisons, youth participants, and Resident Representatives, building on the process used to select Climate Liaisons during the TCC Planning Grant. This process will include an application that meets the needs of the community, such as allowing for video in addition to written submissions.
  - iv) Climate Liaisons, youth participants, and Resident Representatives will be selected from residents who live within the Project Area and who are known as trusted members of the community.
  - v) Given their involvement and training on issues related to TCC, residents who go through TCC training will be encouraged to apply to also serve as Resident Representatives.
  - vi) The Community Engagement Working Group will develop procedures for the removal or replacement of Resident Representatives who fail to fulfill their obligations or resign their position, respectively.
- d) Community Stakeholders
- i) Community Stakeholders are entities within the Project Area who serve on the Collaborative Stakeholder Structure. These are entities that have a nexus to a particular aspect of Stockton Rising and may bring a unique or valuable perspective to decision-making bodies. Community Stakeholders will serve for the duration of the grant term.
  - ii) The City's TCC Program Manager and the Community Engagement Working Group will develop an outreach and selection process for the Community Stakeholders.

This process will include an application that meets the needs of the community, such as allowing for video in addition to written submissions.

- iii) Community Stakeholders must have a direct connection to the Project Area or the activities within Stockton Rising.
- iv) The City’s TCC Program Manager and the Community Engagement Working Group will develop procedures for the removal or replacement of Community Stakeholders who fail to fulfill their obligations or resign their position, respectively.

e) Decision-Making Spectrum

- i) We are committed to working together collaboratively to build a more resilient Stockton. Therefore, we seek to make consensus-based decisions to the fullest extent possible, barring extraordinary circumstances. We also understand that this project will need to be administered in accordance with the existing governance of each of our PARTNERS, the project timeline, and budget. Given this constraint, we outline the decision-making and conflict resolution protocols to follow for the different types of decisions that may need to be made.
- ii) At decision points, each relevant Working Group will use the decision-making spectrum to identify what kind of decision needs to be made, endeavoring to make consensus-based decisions to the fullest extent possible.

*From least collaborative to most collaborative →*

Independent	Independent with Input	Majority Rule	Implicit Consensus	Explicit Consensus
Decisions are made by one or more Partners without consulting the full team.	Input from all partners is sought and addressed by the implementing partner(s) at their sole discretion.	Decisions are made when a simple majority is reached.	Decisions are made when no objections are submitted by an agreed-upon deadline.	Decisions are made when consensus is reached with verbal or written confirmation from all partners.

f) Reaching Consensus

- i) The Fist to Five Voting method will serve as the primary method to understand where partners stand on an issue and inform decisions that require consensus. Fist to Five Voting is a quick way to allow everyone to vote on and gauge a topic, in a range, by holding up a hand with 0, 1, 2, 3, 4, or 5 fingers:

(1) 0 fingers (a fist): No way, terrible choice, I will not go along with it. A way to block consensus.

(2) 1 finger: I have serious reservations and I’d prefer to resolve the concerns before supporting it.

(3) 2 fingers: I have some concerns, but I’ll go along and try it.

- (4) 3 fingers: I will support the idea.
- (5) 4 fingers: I like this idea, sounds good.
- (6) 5 fingers: Absolutely, best idea ever! I'll champion it.

g) Process for meetings

- i) At least one representative from each organization must be present for decisions that require consensus, unless the missing organization expressly states their position in advance of the meeting.
  - (1) Proposal is presented. Proposal should be specific and actionable with consideration to previous input.
  - (2) Clarifying questions are solicited and the presenter provides brief responses.
  - (3) An initial vote is called on the original proposal. Those who do not feel informed enough to take a vote may "pass" on voting.
  - (4) Those who voted with 0, 1, or 2 fingers have the opportunity to voice objections.
  - (5) Presenter responds to objections and invites others to weigh in to help resolve objections and offer proposal amendments or counter proposals.
  - (6) The original, amended, or new proposal is presented. A final vote is called.
    - (a) Consensus is reached when all partners vote with 3, 4, or 5 fingers.
    - (b) If consensus has not been reached and the decision requires consensus, steps 5 and 6 are repeated.

h) Mandatory Consultation Process

- i) This cross-collaborative work between local government, community-based organizations, stakeholders and residents will involve reflection and course correction as needed.
- ii) The Mandatory Consultation Process must be followed when considering changes to project scopes, or as denoted in this document, after execution of the Grant Agreement, barring extraordinary circumstances:
  - (1) Proposed changes will trigger a special meeting of the Collaborative Stakeholder Structure, including all PARTNERS and Resident Representatives. Relevant parties may be invited to share necessary context and background.
  - (2) PARTNERS and Resident Representatives will use the Decision-Making Spectrum and related processes to reach consensus to make decisions. The objective is to make consensus-based decisions to the fullest extent possible.

- (3) The decision of the PARTNERS and Resident Representatives will be shared with the Community Coalition, which may offer concerns, questions, or feedback. PARTNERS and Resident Representatives must reconvene to address any concerns raised by the Community Coalition. This process is repeated until all concerns raised by community members are resolved.
- iii) The CITY may suspend the Mandatory Consultation Process when extraordinary circumstances warrant it. The CITY retains the sole discretion to determine whether extraordinary circumstances exist.
- (1) In the event the CITY suspends the Mandatory Consultation Process, it shall be reported to the Steering Committee and relevant Working Groups.

## **Section 10. Principles for Equitable and Sustainable Governance**

- 1) These principles have been adapted from the work of Rise Stockton and are a reflection of conversations that have been ongoing in Stockton over the past several years. Partners may convene to further amend, refine or add to these principles.
  - a) Champion Environmental Justice
    - i) We believe in practicing fair treatment and meaningful involvement of all people to enjoy the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work. Our work together must empower the communities most impacted by pollution and climate change to achieve environmental justice.
  - b) Community-Driven, Of the People
    - i) We work collaboratively to create community-first solutions of the people, for the people experiencing the greatest impacts of climate change. Ongoing community engagement should identify community needs, center and promote the leadership of impacted residents, build community champions, and deliver direct and meaningful benefits to community members.
  - c) Center Racial & Social Equity
    - i) Intentionally discriminatory policies, institutionalized racism, and decades of disinvestment have led to inequitable power and resource distribution. Communities of color in Stockton's formerly redlined communities continue to face unequal outcomes with regard to health, the environment and the local economy. We must therefore center equity, not just as a commitment, but as a practice. Equity is transforming the behaviors, institutions, and systems that disproportionately harm marginalized communities. Equity means increasing access to power, redistributing and providing additional resources, and eliminating barriers to opportunity to empower marginalized communities to thrive and reach their full potential.
  - d) Achieve Socioeconomic, Environmental & Health Benefits
    - i) Our communities require more than just greenhouse gas emission reductions; we need employment and educational opportunities that invest in our human capital,

health and well-being. Together, we seek more ownership over the decisions that impact us - recognizing that economic development has sometimes represented regressive policies in our communities. Instead, we believe we can align investments with neighborhood priorities, and develop without displacement.

- e) Enter with Goodwill
  - i) This collaborative work is deeply relational, and requires that all partners are committed to work toward the common good in the spirit of trust and integrity. All partners serving their community are committed to putting these guiding principles into practice. We commit to showing up with authenticity, treating others with respect, learning our common history, and actively considering views that are different than our own.

### **Section 11. Plan for Accountability**

- 1) The CITY will dedicate staff to monitor all projects and track progress toward Grant Agreement deliverables. The CITY, as Grantee, will meet with PARTNERS as necessary to develop appropriate work plans to address issues as they arise. The CITY will engage in site visits to visually inspect progress and build out of all projects. The CITY will notify the California Strategic Growth Council if it's PARTNERS or any Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from any applicable TCC project.

### **Section 12. Non-Performance**

- 1) In accordance with Exhibit A, Part 2, Section 30 of the Grant Agreement, SGC has sole discretion to determine if CITY is performing in accordance with the Grant Agreement, which includes authority to direct CITY to correct actions and enforce compliance. PARTNER shall comply with all CITY instructions and adhere to CITY-provided deadlines so CITY may appropriately address or dispute SGC's findings under that Section 30.
- 2) If the PARTNER fails to correct any non-performance to the CITY's reasonable expectation, the CITY may elect to terminate their agreement with the PARTNER or any part thereof. Such PARTNER may be liable for immediate payment, if applicable, to the CITY of some or all amounts disbursed by the CITY under this Partner Agreement for the individual Funded Project or Transformative Plan as applicable and only if non-performing. The CITY will, at its sole reasonable discretion, examine the extent of the PARTNER's compliance for work partially complete and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to the CITY for breach of this Partner Agreement. Upon termination by the CITY, the PARTNER must deliver all invoices, reports, and other deliverables required by this Partner Agreement up to the time of termination within thirty (30) calendar days of the termination date.

### **Section 13. Repayment of Funds**

- 1) In accordance with Exhibit A, Part 2, Section 18 of the Grant Agreement, if grant funds are not expended, or have not been expended in accordance with the Grant Agreement; or a real or personal property acquired with grant funds is not being used, or has not been used

in accordance with the Grant Agreement; the CITY has sole discretion to take appropriate action under its agreement with PARTNERS, at law or in equity, including but limited to:

- a) Requiring the PARTNER to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices.
- b) Requiring the PARTNER to repay any funds improperly expended or obtain permission to pay a substitute partner to complete the project or meet TCC obligations.

#### **Section 14. Availability of Funds**

- 1) In accordance with Exhibit A, Part 2, Section 19 of the Grant Agreement, sufficient funds for the Grant Agreement have been made available. However, the Grant Agreement and thereby this Partner Agreement is subject to any restriction, limitation, or condition enacted by the California Legislature, which may affect provisions, terms, or funding of this contract in any manner.
- 2) If funding for any fiscal year is reduced or deleted by any Budget Act for the purposes of this program, and SGC chooses to cancel the Grant Agreement with the CITY, the CITY will have the right to cancel this Partner Agreement, with no liability occurring to the CITY, or offer an amendment to this Partner Agreement to reflect the reduced amount.

#### **Section 15. Revenue**

- 1) In accordance with Exhibit A, Part 2, Section 30 of the Grant Agreement, all revenue generated as part of any Funded Project or Transformative Plan must be used to further Stockton Rising to the extent reasonably possible.

#### **Section 16. Disputes**

- 1) In accordance with Exhibit A, Part 2, Section 31 of the Grant Agreement, the CITY and SGC have the sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Partner Agreement, the Grant Agreement, the TCC Guidelines, CARB Funding Guidelines, and or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the signatory to this Partner Agreement.
  - a) The CITY will notify the applicable PARTNER in writing if deliverables are determined to be insufficient or incomplete, and what is needed to make such submission complete, within fifteen (15) working days of receiving the materials, unless it is SGC who deems the deliverable incomplete, in which case the response could come as late as forty (40) days after submission.
  - b) The affected PARTNER must respond in writing within ten (10) working days of written Notice with either a) the materials requested by the CITY or SGC, or b) a written statement disputing the CITY's or SGC's findings.
  - c) The dispute statement must contain a concise description of the dispute, along with supporting documentation.

- i) PARTNER and relevant parties must attempt to negotiate a resolution to the dispute.
  - ii) The CITY will present a dispute resolution within fifteen (15) days of receiving the PARTNER's dispute statement unless the dispute is with SGC, in which case it may take the CITY up to forty (40) days to remit a dispute resolution.
- d) The affected PARTNER has ten (10) working days to appeal a dispute resolution. The PARTNER must submit a written appeal statement to the CITY. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.
- i) The affected PARTNER and relevant parties must attempt to negotiate a resolution to the appealed dispute.
  - ii) The CITY will respond in writing to the appeal statement within fifteen (15) working days of receiving the PARTNER's appeal statement, unless the dispute is with SGC, in which case it may take the CITY up to forty (40) days to remit a dispute resolution.

### **Section 17. Stop Work Orders for Funded Projects**

- 1) In accordance with Exhibit A, Part 2, Section 32 of the Grant Agreement, the CITY and SGC have the right to issue a Stop Work Order for an individual Funded Project, Transformative Plans, or the entire TCC project and suspend payments to the applicable PARTNER. The CITY and SGC reserve the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that puts components of the TCC project at risk of not being completed.
- 2) Immediately upon receiving a Stop Work Order written notice, the respective PARTNER must cease all work under the individual project in question. The Stop Work Order will be in effect until resolution is reached or until the project is terminated. The applicable PARTNER may utilize the dispute resolution process outlined in Section 16 of this Partner Agreement to appeal and potentially resolve Stop Work Orders. The appeal process will not suspend the Stop Work Order in effect.
  - a) The CITY may require remedial steps from the PARTNER.
  - b) The individual project or the entire TCC project may be terminated by means of an amendment.
  - c) 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 the PARTNER. Work may resume only upon written notification from the CITY that the Stop Work Order has ended.
  - d) In a PARTNER issues a Stop Work Order to any Subcontractors, they must notify the CITY within five (5) working days of issuing the order.

### **Section 18. Health Impacts**

- 1) In accordance with Exhibit A, Part 2, Section 33 of the Grant Agreement, if the CITY has reasonable concern about the public health impact of a project component, the CITY may

require the respective PARTNER to further study and mitigate the impact as directed by the CITY. Payment provisions notwithstanding, the CITY 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.

### **Section 19. Termination**

- 1) Pursuant to Exhibit A, Part 2, Section 34 of the Grant Agreement, SGC and the CITY have the right to terminate this Grant Agreement for convenience 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 the CITY to rectify any deficiency(ies) prior to the termination date.
- 2) The PARTNERS can request to exit this Partner Agreement prior to the end of the Grant Term by providing written notice to the CITY. The written notice must specify the reason for early termination and allow the CITY to rectify any deficiency(ies). If deficiency(ies) cannot be rectified, the CITY will submit a written request to SGC to amend the PARTNERS to this Partner Agreement and the Grant Agreement. The CITY will only allow a PARTNER to terminate this agreement if the CITY first receives approval from SGC for the amendment. Amendment requests must be submitted in writing to SGC at least sixty (60) days prior to when the amendment will take effect. Amendment requests will not be considered less than three months prior to the Project Completion Period. If SGC rejects the request, the PARTNER may file a dispute pursuant to Exhibit A, Part 2, Section 31 of the Grant Agreement.
- 3) The CITY may terminate an individual PARTNER and remove it from this Agreement at CITY's convenience subject to the conditions of the Partner Agreement and Grant Agreement, including the Mandatory Consultation Process, and by mailing a notice in writing to the terminated Partner.
- 4) Pursuant to Exhibit A, Part 2, Section 34 of the Grant Agreement, upon any termination or a particular PARTNER's exit:
  - a) PARTNER must deliver all invoices, reports, or other deliverables required by this Partner Agreement up to the time of the termination. PARTNERS must deliver all materials within forty-five (45) days of the termination date.
  - b) Upon receipt of notice from the CITY for termination, PARTNER(S) shall immediately take action to ensure that neither it nor any Subcontractor(s) incur any additional obligations, costs, or expense, except as may be reasonable necessary to terminate its activities.
  - c) PARTNERS may submit a final request for reimbursement within sixty (60) days of termination. The CITY shall review and seek reimbursement for all PARTNER 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.
  - d) The CITY will examine the extent of PARTNER compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Partner Agreement.

- 5) Where a particular PARTNER exits or is terminated from this Agreement, this Agreement shall remain in full force and effect by and between CITY and all other PARTNERS.

### **Section 20. Substitution**

- 1) The CITY may remove and substitute individual PARTNERS to this Partner Agreement with the approval of the Stockton Rising Steering Committee and SGC.

### **Section 21. Independence / Not an Agent of the State**

- 1) Pursuant to Exhibit A, Part 2, Section 36 of the Grant Agreement, the CITY, its employees, agents, Subcontractors, and PARTNERS, in their performance of the Grant Agreement, must act in an independent capacity and not as officers or employees or agents of the State.

### **Section 22. No Third-Party Beneficiary**

- 1) The Partner 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 the Partner Agreement.

### **Section 23. Expatriate Corporations**

- 1) Each PARTNER, in executing this Partner Agreement, 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.

### **Section 24. Corporation Qualified to do Business in California**

- 1) Pursuant to Exhibit A, Part 2, Section 42 of the Grant Agreement, when work under the Grant Agreement is 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.

### **Section 25. Self-Dealing and Arm's Length Transactions**

- 1) Pursuant to Exhibit A, Part 2, Section 43 of the Grant Agreement, all expenditures for which reimbursement pursuant to the Grant Agreement is sought must be the result of arms-lengths transactions and not the result of, or motivated by, self-dealing on the part of the CITY or PARTNERS or an employee or agent of the CITY or PARTNERS.

### **Section 26. Drug Free Workplace Certification**

- 1) Pursuant to Exhibit A, Part 2, Section 47 of the Grant Agreement, the CITY and its PARTNERS and Subcontractors certify that they will provide a drug-free workplace to their employees by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b) Establish a drug-free awareness program to inform employees about:
  - i) The dangers of drug abuse in the workplace;
  - ii) The organization's policy of maintaining a drug-free workplace;
  - iii) Any available counseling, rehabilitation, and employee assistance programs; and,
  - iv) Penalties that may be imposed upon employees for drug abuse violations.
- c) Every employee who works on the Grant Agreement must:
  - i) Receive a copy of the company's drug-free workplace policy statement; and,
  - ii) Agreement to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

### **Section 27. Environmental Justice**

- 1) Pursuant to Exhibit A, Part 2, Section 49 of the Grant Agreement, in the performance of the Grant Agreement the CITY and its PARTNERS must conduct their 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.

### **Section 28. Union Organizing**

- 1) Pursuant to Exhibit A, Part 2, Section 50 of the Grant Agreement, by signing this Partner Agreement the CITY and its PARTNERS hereby acknowledge the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Partner Agreement and hereby certify that:
  - a) No grant funds disbursed by the Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under the Grant Agreement.
  - b) If the CITY or its PARTNERS make expenditures to assist, promote, or deter union organizing, the CITY or its PARTNERS must maintain records sufficient to show that no state funds were used for those expenditures, and that the CITY or its PARTNERS must provide those records to the Attorney General upon request.

### **Section 29. Prevailing Wage and Labor Compliance**

- 1) Pursuant to Exhibit A, Part 2, Section 51 of the Grant Agreement, the CITY and its PARTNERS certify they 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.

- 2) The CITY and its PARTNERS must ensure the following on “public work” activities under the Grant Agreement:
  - a) Prevailing wages are paid as required to comply with Section 1720 et seq. of the California Labor Code;
  - b) The Budget and Schedule of Deliverables (Exhibit B of Grant Agreement) reflects these prevailing wage requirements when applicable; 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.
- 3) PARTNERS must ensure that their respective Subcontractors, if any, also comply with prevailing wage requirements. The CITY and its PARTNERS must ensure that all agreements to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.
- 4) The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.
- 5) The CITY, PARTNERS, and Subcontractors can identify the rates for prevailing wage on the DIR website at <http://www.dir.ca.gov>. The CITY, PARTNERS, and Subcontractors may contact DIR for a list of covered trades and the applicable prevailing wage.
- 6) If the CITY, PARTNERS, or Subcontractors are 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.
- 7) If the CITY, PARTNERS, or Subcontractors have questions about this contractual requirement, recordkeeping, apprenticeship, or other significant requirements of California prevailing wage law, it is recommended they consult DIR and/or a qualified labor attorney before accepting this grant award.

### **Section 30. Publicity**

- 1) The CITY and its PARTNERS agree to follow the publicity requirements set forth in Exhibit A, Part 2, Section 52 of the Grant Agreement and adhere to the TCC Press Kit provided by SGC.

### **Section 31. Mutual Cooperation**

- 1) The parties hereto agree they will each cooperate with the other in good faith, and shall provide such information and documentation as is reasonably necessary to fulfill the intent

of this Partner Agreement, and shall diligently respond to inquiries and requests for information from the other party. The parties agree to provide all project-related information and documents as requested by the other party or the State of California, including all TCC-related reporting and documentation.

### **Section 32. Insurance**

- 1) Pursuant to Exhibit A, Part 2, Section 26 of the Grant Agreement and this Partner Agreement, at its own cost and expense, PARTNERS will procure and maintain or provide evidence of the following types of insurance or self-insurance, if a governmental entity, upon the execution of this Partner Agreement:
  - a) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California; and
  - b) Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; and
  - 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; and
  - d) All PARTNERS utilizing volunteers and working with youth need to provide evidence of any specific additional insurance required or increased limits.
- 2) 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. The CITY 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.
- 3) The CITY may require PARTNERS to procure and maintain or provide evidence of additional types of insurance or self-insurance, if a governmental entity, at the sole discretion of the CITY.
- 4) The CITY shall make the final determination as to whether the documentation submitted conforms to the requirements of this Partner Agreement and the Grant Agreement.
- 5) PARTNERS must notify the CITY prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.

### **Section 33. Personally Identifiable Information**

- 1) In accordance with Exhibit A, Part 2, Section 28 of the Grant Agreement, 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 Section 1798, et seq. and other relevant state or federal statutes. The CITY and its PARTNERS and their Subcontractors agree to ensure that all such information or data that

comes into possession under the Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

#### **Section 34. Ownership**

- 1) The CITY and its PARTNERS agree to abide by all of the Ownership requirements outlined in Exhibit A, Part 2, Section 29 of the Grant Agreement and included herein by reference.

#### **Section 35. Effect of the Partner Agreement**

- 1) The parties acknowledge and agree that nothing contained in this Partner Agreement shall be deemed a covenant, promise, or commitment by either the CITY, or any entity or person related to the CITY, to enter into any other agreement on any particular terms or conditions, in furtherance of any of the projects in the TCC Proposal. The PARTNERS further understand and agree that the State of California retains the ultimate discretion to approve or deny TCC funding or reimbursement.
- 2) This Partner Agreement is the complete and total understanding of the parties with regard to the subject matter hereof. Any changes, modifications, or addendums to this Partner Agreement must be in writing, approved by the CITY and by the PARTNERS, and executed by the CITY and the PARTNERS.
- 3) Nothing contained in this Partner 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 36. Binding Upon Successors**

- 1) All provisions of this Partner Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Partner Agreement by either party per Exhibit A to this Partner Agreement.

#### **Section 37. Effect of Legal Judgements**

- 1) Should any covenant, condition, or provision herein contained be held to be invalid by final judgement in any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

#### **Section 38. Terms that Survive the Grant Agreement**

- 1) The terms identified in Exhibit A, Part 2, Section 55 of the Grant Agreement shall survive the termination or expiration of the Grant Agreement and this Partner Agreement.

#### **Section 39. Notices**

- 1) Any notices to be given pursuant to this Partner Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by

deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

City of Stockton:	City of Stockton Attn: City Manager 425 N. El Dorado Street Stockton, CA 95202
Catholic Charities of the Diocese of Stockton:	Catholic Charities of the Diocese of Stockton Environmental Justice Program 1106 N. El Dorado Street Stockton, CA 95202
Edible Schoolyard Project:	The Edible Schoolyard Project 1517 Shattuck Avenue Berkeley, CA 94709 Attn: Angela McKee-Brown
Fathers & Families of San Joaquin:	Fathers & Families of San Joaquin P.O. Box 30674 Stockton, CA 95213 Attn: Samuel Nunez
GRID Alternatives North Valley:	GRID Alternatives North Valley, Inc. 3860 Morrow Lane, Suite A Chico, CA 95928 Attn: Rebekah Casey, Deputy Director
Insight Garden Program:	Insight Garden Program C/O NextSpace 2081 Center Street Berkeley, CA 94704
Little Manila Rising:	Little Manila Rising 2154 S. San Joaquin Street Stockton, CA 95206
PUENTES:	P.U.E.N.T.E.S. 4719 Qual Lakes Drive Ste G, PMG #463 Stockton, CA 95207 Attn: Kenda Templeton
Public Health Advocates:	Public Health Advocates 6702 Inglewood Avenue STE A Stockton, CA 95207
Rising Sun Center for Opportunity:	Rising Sun Center for Opportunity 1116 36 <sup>th</sup> Street Oakland, CA 94608

San Joaquin Regional  
Transit District:

San Joaquin Regional Transit District  
421 East Weber Avenue  
Stockton, CA 95202  
Attn: Gloria Salazar

- 2) Any party may, from time to time, by written notice to the CITY and any other applicable party, designate a different address, which shall be substituted for the one above specified. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

**Section 40. Amendments and Modifications**

- 1) Pursuant to Exhibit A, Part 2, Section 9 of the Grant Agreement, any amendments or modifications to this Partner Agreement must be made in writing, and shall be binding only if executed by all parties to this Partner Agreement and approved in writing by the State of California.

**Section 41. Merger**

- 1) The parties acknowledge and agree that all prior discussion, negotiations, letters of intent, and any other writings (including the Partner Agreement submitted as part of the Stockton Rising application – Exhibit I) by and between the parties shall be deemed to be superseded and replaced by the terms of this Partner Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF STOCKTON, a municipal Corporation

ATTEST:

BY \_\_\_\_\_  
ELIZA GARZA  
CITY CLERK

BY \_\_\_\_\_  
HARRY BLACK  
CITY MANAGER

APPROVED AS TO FORM:  
JOHN LUEBBERKE,  
CITY ATTORNEY

BY \_\_\_\_\_  
CITY ATTORNEY

CATHOLIC CHARITIES OF THE  
DIOCESE OF STOCKTON, a non-profit  
Corporation

EDIBLE SCHOOLYARD PROJECT, a  
non-profit Corporation

BY \_\_\_\_\_  
ELVIRA RAMIREZ  
EXECUTIVE DIRECTOR

BY \_\_\_\_\_  
ANGELA MCKEE BROWN  
EXECUTIVE DIRECTOR

FATHERS & FAMILIES OF SAN  
JOAQUIN, a non-profit Corporation

GRID ALTERNATIVES NORTH  
VALLEY, INC, a non-profit Corporation

BY \_\_\_\_\_  
SAMUEL NUNEZ  
EXECUTIVE DIRECTOR

BY \_\_\_\_\_  
BOB GRAGSON  
EXECUTIVE DIRECTOR

INSIGHT GARDEN PROGRAM, a  
non-profit Corporation

BY \_\_\_\_\_  
BETH WAITKUS  
EXECUTIVE DIRECTOR

PROMOTORES UNIDAS PARA LA  
EDUCACION NACIONAL TECNOLOGIAS  
SOSTENIBLES, a non-profit Corporation

BY \_\_\_\_\_  
KENDA TEMPLETON  
EXECUTIVE DIRECTOR

RISING SUN CENTER FOR  
OPPORTUNITY, a non-profit Corporation

BY \_\_\_\_\_  
TRAVERS MCNEICE  
CHIEF PROGRAM OFFICER

RISING SUN CENTER FOR  
OPPORTUNITY, a non-profit Corporation

BY \_\_\_\_\_  
JULIA HATTON  
PRESIDENT & CHIEF EXECUTIVE OFFICER

LITTLE MANILA FOUNDATION, a  
non-profit Corporation

BY \_\_\_\_\_  
DILLON DELVO  
EXECUTIVE DIRECTOR

PUBLIC HEALTH ADVOCATES, a  
non-profit Corporation

BY \_\_\_\_\_  
HAROLD GOLDSTEIN, DrPH  
EXECUTIVE DIRECTOR

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT, a public transit district

BY \_\_\_\_\_  
GLORIA G. SALAZAR  
CHIEF EXECUTIVE OFFICER

## Exhibit A GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to each and every Partner:

- 1. City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in the Grant Agreement and this Partner Agreement (collectively, the "Agreements"), Partner shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to the Agreements.
- 2. Sufficiency of Partner's Work.** All Partner services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar providers supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Partner's work shall be adequate and sufficient to meet the purposes of the Agreements.
- 3. Ownership of Work.** All reports, work product, all other documents completed or partially completed by Partner or its subcontractors, in performance of the Agreements, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City, and the Partner and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under the Agreements. If any materials are lost, damaged or destroyed before final delivery to the City, the Partner shall replace them at its own expense. Partner and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under the Agreements and shall not be disclosed to anyone not connected with these services, unless provided for in the Agreements or the City provides prior written consent.
- 4. Timeliness.** Time is of the essence in the Agreements. Further, Partner acknowledges that the failure of Partner to comply with the time limits described in the Agreements may result in economic or other losses to the City.
- 5. Changes.** Partner understands that it may become desirable or necessary during the term of the Agreements for City to modify the scope of services provided for under the Agreements. Any extension or change in the scope of work shall be discussed between City and Partner and is subject to the provisions of the Agreements. Until an amendment or modification is approved pursuant to the Agreements, City will not be responsible to pay any charges Partner may incur in performing such additional services, and Partner shall not be required to perform any such additional services.

**6. Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by all parties.

**7. Partner's Status.**

7.1 In performing the obligations set forth in the Agreements, Partner shall have the status of an independent contractor and Partner shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Partner are its agents and employees and are not agents or employees of City. Partner by virtue of the Agreements, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in the Agreements, Partner has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Partner. It is understood by Partner and City that the Agreements shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

7.2 If in the performance of the Agreements any third persons are employed by Partner, such persons shall be entirely and exclusively under the direction, supervision and control of Partner. 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 the Partner.

7.3 It is further understood and agreed that Partner must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Partner's assigned personnel under the terms and conditions of the Agreements.

**8. Non-Assignability.** Partner shall not assign, sublet, or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Partner shall be solely responsible for reimbursing subcontractors.

**9. Indemnity and Hold Harmless.** To the fullest extent permitted by law, Partner shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Partner or its officers, agents, or employees in rendering services under the Agreements; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

10. **Conformance to Applicable Laws.** Partner shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Partner shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
11. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Partner engaging in any operation or activity set forth in this Agreement, Partner shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Partner covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under the Agreements. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.
12. **Conflicts of Interest.** Partner covenants that other than this Agreement, Partner has no financial interest with any official, employee or other representative of the City. Partner and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Partner's services under this Agreement. If such an interest arises, Partner shall immediately notify the City.
13. **Waiver.** In the event either City or Partner at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
14. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
15. **No Personal Liability.** No official or employee of City shall be personally liable to  
Partner in the event of any default or breach by the City or for any amount due Partner.
16. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
17. **Non-Discrimination.** During the performance of this Agreement, Partner and

its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Partner and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

**18. Americans with Disabilities Act.** During the performance of this Agreement, Partner and its officers, employees, agents, representatives or subcontractors shall 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. 1201 et seq.).

**19. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, shortage of power or other acts or causes unforeseen by City or Partner reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

**20. Taxes and Charges.** Partner shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Partner's business.

**21. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

**22. Advice of Attorney.** City and Partner warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

23. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
25. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

## Exhibit B REIMBURSEMENT REQUEST PROCESS

The reimbursement request process for all Stockton Rising projects, transformative plans, and activities will be as follows:

- 1) Prior to starting project-related work, review the TCC Final Guidelines to ensure that all anticipated expenses are eligible.
- 2) By the date identified for the appropriate Reporting Period (see Attachment D-4 of the Grant Agreement), complete the following and submit a scanned electronic copy to the City Manager's Office:
  - a) TCC Program Bi-Monthly Invoice Detail
    - i) Enter the Standard Information:
      - (1) Grantee: City of Stockton
      - (2) Grant Number: \_\_\_\_\_
      - (3) Period: [insert the Reporting Period # for the applicable Reporting Period]
      - (4) Period Dates: [insert the Reporting Period Dates for the applicable Reporting Period]
      - (5) Project #: [insert your Project number]
      - (6) Project Name: [insert your Project Name]
      - (7) Project Lead: [insert the organizational name of your Project Lead]
    - ii) Enter the following project specific information:
      - (1) Task and Cost Category: Make sure your task numbers and cost categories are consistent with the detailed Budget and Schedule of Deliverables included in Exhibit B of the Grant Agreement.
      - (2) Enter the amount of the expense
      - (3) Provide supporting documentation for each expense. Appropriate documentation includes but is not limited to:
        - (a) Personnel: time sheets and payroll registers. All time sheets must show the hours spent working on the TCC project specifically. General time allocations will not be allowed for project reporting.
        - (b) Subcontractors: Provide a copy of the subcontractor's contract and an invoice from the subcontractor for the work completed.

- (c) Supplies / Materials: Provide a copy of the invoice and/or receipt.
  - (d) Equipment: Provide an invoice and/or receipt.
  - (e) Travel: Provide a copy of your organization's travel reimbursement requisition form, which should include the date of travel, the starting location, the ending location, the total miles traveled, and the reimbursement rate per mile traveled. Pursuant to Exhibit A, Part 2, Section 13 of the Grant Agreement, travel expenses 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.
  - (f) Note: Expenses should be incurred, but do not need to have been paid.
- (4) Number the pages for all supporting documentation and enter the page number(s) for each supporting document in the appropriate column on the Bi-Monthly Invoice Detail (template located in Attachment D-3 of the Grant Agreement).
  - (5) On each supporting document, clearly indicate whether the expense is incurred or paid. For paid expenses, please provide receipts, cancelled checks, or a bank statement demonstrating that the expenses have been paid.
  - (6) Calculate the subtotal for each task.
  - (7) Calculate the Project Subtotal for that reporting period.

*Note: If you have a question(s) about appropriate documentation for expenses please contact the City's TCC Program Manager.*

b) TCC Program Bi-Monthly Progress Report

- i) Enter the Standard Information:
  - (1) Grantee: City of Stockton
  - (2) Grant Number: \_\_\_\_\_
  - (3) Period: [insert the Reporting Period # for the applicable Reporting Period]
  - (4) Period Dates: [insert the Reporting Period Dates for the applicable Reporting Period]
  - (5) Authorized Signatory: Enter the name of your authorized signatory. This should be the same person that signed this Partner Agreement or an authorized designee.
  - (6) Position: Enter the position of your authorized signatory.
  - (7) Signature: Have your authorized signatory sign the document.

- (8) Date: Enter the date on which your authorized signatory signed the report
- ii) Enter the following Project Specific information:
- (1) Summarize the work completed during the reporting period.
  - (2) Project Name: [insert your Project Name]
  - (3) Project Lead: [insert the organizational name of your Project Lead]
  - (4) Enter the Task & Subtask: Make sure this is consistent with the Schedule of Deliverables included in Exhibit B of the Grant Agreement.
  - (5) Description of the Work Completed: Please refer to specific deliverables in the Schedule of Deliverables/
  - (6) Enter the amount of Grant Funds spent on the Task/Subtask
  - (7) Enter the amount of Leverage Funds spent on the Task/Subtask
  - (8) All totals should reflect what was in the detailed Budget and Schedule of Deliverables in Exhibit B of the Grant Agreement.
- 3) The TCC Program Manager will review all Reimbursement Requests within ten (10) business days of their submission and notify PARTNERS of any errors, omissions, or deficiencies in the request. The PARTNER will make any required corrections to the Reimbursement Request forms.
- 4) The CITY will submit a reimbursement request package to SGC by the due date provided in the Reporting Schedule (Attachment D-4 of the Grant Agreement).
- 5) SGC will complete their review of the reimbursement request pursuant to the process outlined in Exhibit A, Part 2, Section 14 of the Grant Agreement and remit payment to the CITY.
- 6) The CITY may remit payment to PARTNERS prior to the receipt of grant funds from SGC when appropriate and to the extent that funding is available.
- a) PARTNERS may request to be reimbursed up to 50% of their respective reimbursement request following the CITY's receipt of official confirmation from SGC that the reimbursement request package has been approved and is being processed.
    - i) PARTNERS must provide written justification and supporting documentation to support their request for earlier payment.
  - b) PARTNERS may request to be reimbursed up to 25% or \$10,000.00, whichever is lesser, of their respective reimbursement request prior to the CITY's receipt of official confirmation from SGC that the reimbursement request package has been approved.

- i) PARTNERS must provide written justification and supporting documentation to demonstrate a significant financial burden exists warranting payment prior to official confirmation from SGC.
- c) The CITY has sole discretion to approve requests for earlier payment, and to what extent PARTNER's may be reimbursed.
- d) The CITY commits to review requests for earlier payment within five (5) business days of the request.
- e) The CITY reserves the right to withhold payment of grant funds to PARTNERS until receipt of payment from SGC. The CITY commits to use best efforts to remit payment to PARTNERS within ten (10) business days of the receipt of payment from SGC.
- a) Per Section 13 of this Partner Agreement, if grant funds are not expended, or have not been expended in accordance with the Grant Agreement; or a real or personal property acquired with grant funds is not being used, or has not been used in accordance with the Grant Agreement; the CITY has sole discretion to take appropriate action under its agreement with PARTNERS, at law or in equity, including but limited to:
  - i) Requiring the PARTNER to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices.
  - ii) Requiring the PARTNER to repay any funds improperly expended or obtain permission to pay a substitute partner to complete the project or meet TCC obligations.
- 7) PARTNERS agree to submit to the CITY evidence that all expenses reimbursed in the previous Bi-Monthly Invoice have been paid to the appropriate vendors immediately following the receipt of their Grant Funds.

**Exhibit C**  
**GRANT AGREEMENT**

*See the executed final TCC Grant Agreement by and between the City of Stockton and the California Strategic Growth Council.*

**Exhibit D**  
**PROJECT SPECIFIC INDICATOR TRACKING PLANS**

*See the final Specific Indicator Tracking Plans included in Attachment D-5 of the Grant Agreement.*

**Exhibit E**  
**REPORTING SCHEDULE**

*See the Reporting Schedule included in Attachment D-4 of the Grant Agreement.*

**Exhibit F**  
**SUSTAINABLE NEIGHBORHOOD PLAN**

*The Sustainable Neighborhood Plan (October 2019) is to be attached to this agreement.*

## Exhibit G

# AWARD LETTER FOR ROUND III TCC IMPLEMENTATION GRANT



CALIFORNIA STRATEGIC  
GROWTH COUNCIL

July 10, 2020

*Via Email*

Mayor Michael Tubbs  
City of Stockton  
Attn: Grant Kirkpatrick  
Office of the City Manager  
425 N El Dorado St.  
Stockton, CA 95202  
grant.kirkpatrick@stocktonca.gov

RE: Award Notification – Transformative Climate Communities (TCC) Program, Round 3, Implementation Grant Award, City of Stockton, “Stockton Rising”

Dear Mayor Tubbs:

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Transformative Climate Communities Implementation award of \$10.8 million dollars to the City of Stockton for “Stockton Rising” at its June 25, 2020 meeting. Funded by California’s Cap-and-Trade Program, TCC empowers communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. The TCC Program reflects the SGC’s commitment to support community-led transformation and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. SGC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including PAC checklists for all projects and transformative plans. This process will involve addressing any outstanding issues identified by TCC staff, reviewers, and the interagency panel, as well as finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with TCC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within six (6) months after the Council makes awards. Our partnering agencies, the Department of Conservation and the Department of Housing and Community Development, will be involved in this process, as appropriate.

Following execution of the grant agreement, grant funds will be disbursed on a bi-monthly basis for eligible direct, indirect, and indicator tracking costs. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution.

We look forward to our partnership in the coming years. If you have any questions, please contact Saharnaz Mirzazad, TCC Program Manager, at [saharnaz.mirzazad@sgc.ca.gov](mailto:saharnaz.mirzazad@sgc.ca.gov) or (916) 717-8826.

Sincerely,

Louise Bedsworth  
Executive Director  
California Strategic Growth Council

## Exhibit H PROJECT AREA MAP

Stockton Rising: TCC Project Area Map



- 1** Miner Avenue Complete Streets Project

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- 2 & 3** Climate Careers: Energy & Water

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- Stockton Energy for All: Single- & Multi-Family** **4 & 5**

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- 6** Urban Forest Renovation Project

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- 7** Edible Education at Home

**Map Features**

- TCC Project Area
- Parks and Greenspaces
- Residential Areas
- Bodies of Water
- Railways

**Project Area Wide Programs**

**2**

**3**

**4**

**5**

**6**



**Exhibit I**  
**PARTNER AGREEMENT INCLUDED IN TCC APPLICATION**

*The executed final TCC Partner Agreement by and between the City of Stockton and its TCC Implementation Grant Co-Applicants, submitted to the California Strategic Growth Council on March 6, 2020, is to be attached to this agreement.*