

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER SGC23150	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME County of Santa Barbara		2. FEDERAL I.D. NUMBER 95-6002833
3. AGENCY TRANSMITTING AGREEMENT Governor's Office of Land Use and Climate Innovations	4. DIVISION, BUREAU, OR OTHER UNIT Strategic Growth Council	5. AGENCY BILLING CODE 031100
6a. CONTRACT ANALYST NAME Ame Tadeo	6b. EMAIL ame.tadeo@opr.ca.gov	6c. PHONE NUMBER (916) 322-2318

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

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 County of Riverside the Grantee; the authority for this Project Development Grant Agreement is the Transformative Climate Communities Guidelines, as approved for release on February 28, 2023; the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on December 15, 2023; the Project Development Grant Agreement ("Grant Agreement") will be between the Strategic Growth Council and Grantee; the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed Four Million Eighteen Thousand Seven Hundred and Eighty-eight Dollars and Forty-five Cents (\$4,018,788.45), upon and subject to the terms of this Project Development Grant Agreement and consistent with the terms of the TCC Program Guidelines;

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

AB 2722 requires that projects maximize climate, public health, environmental, workforce, and economic benefits; AB 2722 requires that projects avoid economic displacement of low-income disadvantaged community residents and businesses; AB 2722 requires that projects demonstrate community engagement in all phases; the Strategic Growth Council requires the TCC Project to implement strategies that increase the climate resilience of vulnerable populations and proposed infrastructure in the TCC Project Area; the Strategic Growth Council requires projects to comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the Strategic Growth Council and California Air Resources Board; and Grantee agrees to implement the entirety of the Budget and Schedule of Deliverables attached to this Grant Agreement in Exhibit B.

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold 5 % Advanced Payment Not To Exceed
 Reimbursement / Revenue _____ or 25 %
 Other (Explain) Withhold payment of the final 5% until SGC determines that the requirements of the project has been fulfilled.

11. PROJECTED EXPENDITURES

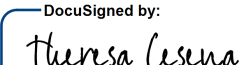
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
+ General Fund	0650-0014-0001	22/23	43	2022	\$1,084,660.00
-					
+ -					

OBJECT CODE 5432000 - Grants & Subvention - Governmental	AGREEMENT TOTAL	\$1,084,660.00
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OPTIONAL USE SI# 0000002583-1 Address: PO BOX 39, SANTA BARBARA, CA 93102 PROGRAM: 0370 SUBTASK: 606 FY 22: \$1,084,660.00	AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,084,660.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE \$1,084,660.00

ACCOUNTING OFFICER'S SIGNATURE DocuSigned by:  8907F0F8EF1849C...	ACCOUNTING OFFICER'S NAME (Print or Type) Theresa Cesena, Chief Accounting Administrator	DATE SIGNED 8/28/2024
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	9/1/2024	8/31/2026	\$1,084,660.00	Bid - Competitive RFA Solicitation
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
TOTAL			\$1,084,660.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) *(Attach justification if secondary method is used)*
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding *(Give authority for exempt status)*
 Sole Source Contract *(Attach STD. 821)*
 Other *(Explain)* Competitive Grant Bid through RFA

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The cost is reasonable based on grant proposal evaluations by subject matter experts in the fields of transportation, housing, urban planning, greenhouse gas remissions, land use, active transportation, sustainability and community development.

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable *(Interagency / Public Works / Other GRANT)*

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*


AUTHORIZED SIGNATURE	SIGNER'S NAME <i>(Print or Type)</i> N/A	DATE SIGNED
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes if any)* No *(Explain below)* Yes _____ % of Agreement
N/A - Grant

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes *(If Yes, provide justification below)*

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE Signed by:  05FD9FD35B9945B...	NAME/TITLE <i>(Print or Type)</i> Matt Read, Acting Executive Director SGC	DATE SIGNED 8/28/2024
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Grant

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SGC23150	PURCHASING AUTHORITY NUMBER (If Applicable) GO-LUCI-0650
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Governor's Office of Land Use and Climate Innovation, hereinafter referred to as "STATE" or "GO-LUCI"

CONTRACTOR NAME

County of Santa Barbara, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE

September 1, 2024

THROUGH END DATE

August 31, 2026

3. The maximum amount of this Agreement is:

\$1,084,660.00

(One Million, Eighty Four Thousand, Six Hundred Sixty Dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-29
Exhibit B	Budget Detail and Payment Provisions	30-36
Exhibit C	Attachments	37-76
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Santa Barbara

CONTRACTOR BUSINESS ADDRESS

PO Box 38

CITY

Santa Barbara

STATE

CA

ZIP

93102

PRINTED NAME OF PERSON SIGNING

Steve Lavagnino

TITLE

Board Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8/22/2024

Signed by:

1D3823FD58F34F6...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Governor's Office of Land Use and Climate Innovation

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Matt Read

TITLE

Acting Executive Director, SGC

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

8/28/2024

Signed by:

Matt Read

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol 1, 4.04(A)(4)

Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
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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 County of Santa Barbara, the Grantee;

WHEREAS, the authority for this Project Development Grant Agreement is the Transformative Climate Communities Guidelines, as approved for release on February 28, 2023;

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on December 15, 2023;

WHEREAS, the Project Development 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 One Million, Eighty-Four Thousand, Six Hundred Sixty Dollars and Zero Cents (\$1,0840,660.00), upon and subject to the terms of this Project Development 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 resilience of vulnerable populations and proposed infrastructure in the TCC Project Area;

WHEREAS, the Strategic Growth Council requires projects to comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the Strategic Growth Council and 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.

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PART 2 – General Terms and Conditions

1. Definitions
 - i. “Application or Proposal” – Submittal comprised of responses and supporting documents to apply for the TCC Project Development Grant
 - ii. “Grant Agreement” – Refers to this Project Development Grant Agreement and all attachments and appendices
 - iii. “TCC Guidelines” – TCC Program Guidelines adopted on February 28, 2023
 - iv. “Project Area” – Area boundary for the TCC Project, as identified in Attachment D-1. Refers to the boundary for Project Development Grant activities. Refers to the boundary for Project Development Grant activities. A contiguous area that meets the requirements of Section 6.4 (Project Area Eligibility) of the TCC Guidelines.
 - v. “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.
 - vi. “TCC Program” – The Transformative Climate Communities Program
 - vii. “TCC Project” – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement
 - viii. “Time Periods within the Grant Term: Grant terms are two (2) years, with an option to extend if needed. Entities involved in the grant implementation process:
 - a. “DOC” – Department of Conservation; provides implementation and administrative support to SGC and serves as the Grantee’s main point of contact
 - b. “Grantee” – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application, and that has an agreement for grant funding with the State.
 - c. “GO-LUCI” – Governor's Office of Land Use and Climate Innovation, formerly the Office of Planning and Research "OPR"
 - d. “Parties” – SGC and Grantee, collectively
 - e. “Partners” – Entities other than the Grantee that enter into a partnership with the grantee to support the implementation of the TCC Project; identified as Lead Entity
 - f. “SGC” – The California Strategic Growth Council
 - g. “State” – Any state agency with an oversight role over the funding or TCC Project
 - h. “Subcontractors” – Third-party entities hired by either Grantee or a Partner
 - i. “TCC Grant Manager” – Day-to-day point of contact during the grant term

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2. Incorporation

The TCC 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.

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.

3. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. Grant term is two (2) years, with potential to extend if needed. 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 C ([Attachment C-3](#)).

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 reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the Grant Term ends.

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 C-5](#)) 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

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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 SGC 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. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

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.

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- 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. 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) Reallocation of up to ten percent (10%) of a task budget to another task. Cumulative changes of up to 10% of a task budget are allowed before an amendment is required.
 - (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 from Grantee will not be considered less than three (3) months prior to the end of the Grant Term. 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) Reallocation of more than ten percent (10%) of a task budget to another task
- 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.

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(iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 28).

- 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, 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 planning and pre-development activities upon grant execution. Grantee Costs may also be spent upon grant execution.
- b. Readiness requirements (pre-development) include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other Strategy-specific requirements.
- c. For physical projects that will be constructed during the Project Development Grant Term, Lead Entities must demonstrate readiness in accordance with the relevant requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.
- d. 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.

ii. Failure to meet Readiness Requirements

- a. Projects that do not meet the relevant readiness requirements of the grant agreement or TCC guidelines, will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.

iii. CEQA Clarification

This section outlines acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC Project Development grant.

- 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).

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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).

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. 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 by TCC Grant Manager.
- 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.
- 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. Progress Reports:

- a. Grantee must complete Progress Reports using the template attached to the Grant Agreement ([Attachment C-2](#)).
- b. Grantee must complete Progress Reports for the duration of the Project Completion Period.
- c. Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement.
- d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.

iii. Final Reports:

- a. Final Report: Grantee must submit a final report by the end of the Grant Term using a template provided by SGC.

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12. Payment Provisions

- i. Except as may be allowed under subsection (ii), 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, although Grantee may do so according to their procedures and policies.
 - c. Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Appendix B of the TCC Guidelines for details. Any work performed prior to the start date or after the end of the Grant Term will not be reimbursed.
 - d. 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. Through state legislation, SGC is authorized to provide certain governmental and nongovernmental Grantees advance payments of TCC grant awards. SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code sections 11019.1 and 11019.3. Any changes to the request form must be reported to SGC in writing within 30 days. Advance payments shall not exceed 25% of the total grant award unless the Grantee demonstrates that a larger advance is needed and provides sufficient justification and documentation. All advance payments and the amount of any advance payment is subject to SGC's discretion and satisfactory submittal of information through the Advance Pay Request Form.
 - a. Any qualifying entity receiving advance payment will be required to demonstrate the ability to meet statutory requirements regulating the provision of advance payment.
 - b. See [Attachment C-7](#), Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity.

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iii. 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 12% of the awarded TCC funds minus any funds for equipment purchases with a per unit cost of \$5,000.00 or more. The 12% maximum of indirect cost applies to Grantee and all Partners or subcontractors, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.
- b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. 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) Water and wastewater connections may account for up to eighty-eight percent (88%) of the total TCC award for Grantees that need to meet program policy requirements for basic infrastructure access.
 - (ii) 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.
- 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>.
 - (ii) Incidental costs and travel costs outside the State of California will not be reimbursed.
 - (iii) For staff working on the project, Grantee shall maintain and submit for reimbursement 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.
 - (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.

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

iv. Ineligible Costs

- a. For ineligible direct implementation costs, refer to Appendix B and C of the Guidelines, by project or plan strategy.
- b. Indirect costs in excess of 12% of the awarded TCC funds, except for California Native American Tribes, who may request a higher indirect cost rate, provided the applying California Native American Tribe substantiates the rate with supporting documentation.
- c. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking
- d. Additional ineligible costs
 - (i) Exceeding cost caps for Indirect
 - (ii) Lobbying
 - (iii) Advocacy work, such as direct lobbying 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 awarded 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

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- (xv) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).
 - (xvi) Reimbursement for any interest accumulated in order to finance the project
- v. 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.
- vi. Retention
- a. SGC will withhold payment of the final five percent (5%) of the total requested budget until SGC determines that the requirements have been fulfilled per the Grant Agreement.

13. Invoicing

During the Grant Term, the Grantee will submit online one (1) invoice package to SGC quarterly and no more than bimonthly.

- 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 C-2](#).
 - (i) Expenses should be broken out at the task level.
 - (ii) Expenses under each task should be broken out by cost type.
 - (iii) Travel, mileage, and equipment should be clearly identified.

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- 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 11](#).
- ii. Grantee must submit the invoice package to the SGC online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager, and copy the SGC and GO-LUCI:
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.

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- 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. Delays in providing revised invoice package on time may result in non-compliance notice or stop work order.
- 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 TCC Project Component should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in [Exhibit A, Part 2, Section 12.vi.a](#), of this Grant Agreement.

14. Work Outside the Project Area

No work outside the Project Area will be reimbursable through this agreement except as allowed under this section. 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. In the event that there is a reason that there is a need for work to occur outside the Project Area, the Grantee must submit a request which will be considered on a case-by-basis by TCC staff and may be approved or rejected. The request must be submitted in writing and must justify why work outside the Project Area is necessary and how it will result in direct benefit to residents of the Project Area.

15. 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.

16. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by FY 2022-2023 budget appropriation from the General Fund. 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.

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17. Revenue

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

18. 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 a minimum of two (2) site visits a year during 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.

19. 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.
- 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.

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20. Records

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 § 7920 *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 53, 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.

21. 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 end of the grant term, 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. 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.

22. 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;

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- 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.

23. 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:
 - a. Grantee must ensure the following insurance policies are obtained and kept in force through the grant term, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - (i) Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.
 - (ii) Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - (iii) 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.
 - b. 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.
- iii. 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.
- iv. 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.
- v. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

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24. 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.

25. 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.

26. Ownership

i. Deliverables:

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. Purchase of equipment using grant funds is allowable only with prior approval by TCC Grant Manager.
- b. Cost of equipment purchased shall be substantiated by purchase receipt.
- c. 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.
- d. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."
- e. Each grant-funded 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, during the useful life of the equipment.
- f. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
- g. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

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- h. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.
 - i. Use of equipment owned by the Grantee may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided.
 - j. 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.
 - k. 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]).
 - l. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies 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. Details on the inventory record are to be provided in the Project Development Grant Administration Guide.
 - m. The Equipment Inventory Record must be updated annually and upon request. See [Exhibit A, Section 11](#), 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 grant term, 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 for purposes of public transit 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.
 - c. Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful life, which, for the purpose of this Grantee Agreement, will be determined in accordance with standard State practices. If the

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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 for pilot projects or predevelopment work aligned with TCC's Solar Installation, Energy Efficiency and Appliance Electrification 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:

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.

27. 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, the entire TCC Project, or a task within an individual Project. Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses, actual or projected 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,

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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) proposing 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, the entire TCC Project, or a task within an individual 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.

28. 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 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.

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

29. Stop Work Order

SGC has the right to issue a Stop Work Order for an individual Project, or the entire TCC Project and suspend payments to Grantee. SGC reserves the right to issue a Stop Work Order if there is a determination of non-performance 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 corrective actions 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.

30. 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 12](#) 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.

31. 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:

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- 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.
- 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.

32. 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.

33. 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.

34. 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.

35. 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

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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.

36. 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.

37. 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.

38. 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.

39. 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.

40. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies or departments subject to the California Governor's authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Grantees subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, included as [Attachment C-6](#), must be returned to SGC prior to any disbursement of grant funds.

Additionally, should SGC at any time determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. SGC shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the SGC."

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41. 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.

42. 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.

43. 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.).

44. 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.

45. 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

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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.

46. 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.

47. 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).

48. 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.

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49. 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.

50. Publicity

Grantee agrees that it will acknowledge SGC 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 C-4](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your TCC Grant Manager.

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

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 the California 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.

- B. 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 following language:

*“[Project Name] is **supported** by California Strategic Growth Council’s Transformative Climate Communities program with funds from California’s General Fund.*

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 SGC support is not practical, Grantee should instead include the official logo of SGC, preceded by the words “Funded by.”

- i. See TCC Communications Toolkit, [Attachment C-4](#), for approved tags.

51. 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

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Parties. Neither Party may unreasonably deny such requests. 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
 - (iii) 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.

52. Copyrights

- i. All rights in copyrightable works first created by Grantee in the performance of the [Budget and Schedule of Deliverables, in 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-

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free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

53. 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).

54. Severability

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

55. Terms that Survive Grant Agreement

The following Sections survive the termination or expiration of the Grant Agreement: 4, 15, 19, 20, 21, 22, 23, 24, 26, 28, 35, 36, 37, 52, 54, and 55.

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EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES

Project Name: Resilient Cuyama Valley

Cuyama Valley is an isolated, rural community with high poverty rates, limited technological connectivity, and a high risk of hazards, including wildfires, landslides, and riverine flooding. The Valley’s access route is dependent upon one major highway, SR-166. Towns within the Cuyama Valley lack public services, such as water and wastewater service, stormwater drainage infrastructure, and robust fire protection. Resilient Cuyama Valley will address these concerns by funding a Home Retrofit Pilot, Microgrid Electrical Upgrade, Drinking water assessment, Greywater Installation Pilot, Backyard Composting Pilot, Garden Demonstration Project, Food Hub Feasibility Assessment, and All-Weather Safe Route to School. The projects are rooted in community engagement, promoting workforce education and displacement avoidance.

Total Awarded Grant Funds

The total amount awarded for this grant will not exceed One Million, Eighty-Four Thousand, Six Hundred Sixty dollars (\$1,084,660.00).

Budget Detail Worksheet

High Level Activities	Budget Total
TASK 1: Grant Administration, Coordination & Community Engagement	\$ 325,900.00
TASK 2: Home Retrofit Pilot Program	\$ 81,335.00
TASK 3: Blue Sky Resilience Hub Planning and Development	\$ 175,000.00
TASK 4: Water Resilience Pilot	\$ 221,439.00
TASK 5: Improve Health Equity & Wellbeing	\$ 37,877.00
TASK 6: Mobility & Access Improvement Planning	\$ 243,109.00
Subtotal:	\$ 1,084,660.00

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High Level Activities	Deliverables	Timeline
TASK 1: Grant Administration, Coordination & Community Engagement		
<u>Administer Grant</u> Bimonthly reporting & invoicing.	<ul style="list-style-type: none"> • Bimonthly Progress Reports & Invoices, including Advance Payment Requests 	Grant Execution - End of Grant Term
<u>Coordinate Partners & Manage Coordinating Committee</u> County will host/coordinate monthly meetings, manage information, coordinate projects, outreach and communications. CEC will manage monthly meetings, membership develop participation stipend procedures	<ul style="list-style-type: none"> • Meeting Summary(ies) (date/time/location, number of attendees, summary of outcomes) 	
<u>Translation</u> Translate written materials, interpret meetings and events	<ul style="list-style-type: none"> • Copy of Translated materials • Screenshot of Translated Project Website 	
Implement relevant policies and programs from Environmental Justice Element	<ul style="list-style-type: none"> • Copy of adopted EJ Element • Progress Report(s) on Environmental Justice Element Implementation 	
<u>Community Outreach & Engagement:</u> -Conduct workshops and events (including annual community resilience forum) -Administer one-on-one surveys (in both English and Spanish languages).	<ul style="list-style-type: none"> • Bimonthly summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified) • Outreach materials 	

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<p><u>Community Outreach & Engagement:</u></p> <p>Draft and translate quarterly newsletter with project updates from all partners. [8 newsletters to be emailed to partners and community members. Print to be placed at 4 public facing locations in Cuyama. To be written in English and Spanish.]</p>	<ul style="list-style-type: none"> • Digital copies of newsletter 	
<p>TASK 2: Home Retrofit Pilot Program</p>		
<p>Host 2workforce, education and training (WE&T) opportunities for residents.</p>	<ul style="list-style-type: none"> • Event summaries with pictures 	<p>1Q 2025 - 4Q 2025</p>
<p>Develop anti-displacement policies and measures</p>	<ul style="list-style-type: none"> • Summary report on anti-displacement policy 	<p>2Q 2025 - 4Q 2025</p>
<p>Develop criteria and procedures to distribute rebates for property owners to participate in pilot program. Identify available financing and incentives to further reduce costs to property owners. Develop resources to simplify and streamline access to home upgrades with contractors that actively participate in state or local incentive programs.</p>	<ul style="list-style-type: none"> • Documentation of policies and procedures regarding homeowner selection for pilot program, including: <ul style="list-style-type: none"> ○ List of available financing and incentive programs ○ Process to facilitate property owner/renter access to programs or financial benefits. 	<p>3Q 2024</p>
<p>Conduct outreach to community about energy upgrade opportunities</p>	<ul style="list-style-type: none"> • Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified) 	<p>4Q 2024 - 4Q 2025</p>

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<p><u>Retrofit 20 homes:</u></p> <p>-Sign up 20 homeowners/participants -Complete retrofits -Distribute rebate funds to participating contractors</p> <p>Note: Retrofits will have some cost to participants. TCC funds and other funding will partially offset cost. TCC will fund up to \$2,500 of retrofit costs per home.</p>	<ul style="list-style-type: none"> • Bimonthly Pipeline report including: <ul style="list-style-type: none"> ○ List of homeowners signed up/approved for the program ○ Completed retrofits ○ Distributed partial reimbursement 	<p>3Q 2024 - End of Grant Term</p>
<p>Research the feasibility of a blanket permit and inspection process to streamline project approval, permitting and inspections</p>	<ul style="list-style-type: none"> • Summary Report • Summary of current permitting processes and recommendations to streamline process 	<p>4Q 2024 - 3Q 2025</p>
<p>TASK 3: Blue Sky Resilience Hub Planning and Development</p>		
<p><u>Development Plan & Zoning Designation Application</u></p> <p>Inventory existing uses and assess permit history; Prepare new development plan to identify potential future uses; Prepare and submit necessary documents to approve new development plan and new zoning designation</p>	<ul style="list-style-type: none"> • Development Plan Application; Rezone Application 	<p>3Q 2024 - 1Q 2025</p>
<p><u>County Review</u></p> <p>Review application. Conduct additional (environmental) studies and/or environmental impact report as needed. Secure approvals from Planning Commission and Board of Supervisors.</p>	<ul style="list-style-type: none"> • Land Use Designation approval from Planning Commission and Board of Supervisors 	<p>1Q 2025 - End of Grant Term</p>

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<p><u>Corrective Actions</u> Identify issues out of compliance and prepare a scope and budget to correct them; Pull permits and address issues, as funding permits</p>	<ul style="list-style-type: none"> • Corrective actions scope and budget; Construction permit (as funding permits) 	<p>1Q 2026 - End of Grant Term</p>
<p>TASK 4: Water Resilience Pilot</p>		
<p><u>Outreach: Workshops</u> Conduct 2 overarching bilingual workshops for Cuyama residents for Sub-Project "Improve Water Resilience" with a goal of engagement with 50 participants per event</p>	<ul style="list-style-type: none"> • Summary report of outreach conducted (overview of methods, dates/locations, and potential contacts identified, Number of attendees, summary of event) 	<p>Grant Execution - End of Grant Term</p>
<p><u>Drinking Water Survey</u> Conduct a Drinking Water Quality consumer satisfaction survey distributed to all residents of Cuyama Valley, analyze survey results & Synthesize findings</p>	<ul style="list-style-type: none"> • Copy of survey results • Summary of survey responses 	<p>2Q 2025</p>
<p><u>Educational Handout</u> Create educational handout and distribute to at least 50 homes</p>	<ul style="list-style-type: none"> • Copy of handout 	<p>2Q 2025 - End of Grant Term</p>
<p><u>Greywater Pilot Program: Installation</u> -Conduct site visits -Planning and permitting; -Design house-specific greywater installations, including plant design for greywater mulch basins for 6 houses -Install greywater systems and landscaping</p>	<ul style="list-style-type: none"> • Bimonthly Pipeline report including: <ul style="list-style-type: none"> ○ Completed plans and designs ○ signed approvals by homeowners ○ photos of completed projects ○ list of properties receiving installations 	<p>Grant Execution - End of Grant Term</p>

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<p><u>Greywater Pilot Program: Education</u> Conduct Skill-building workshops at 2 residences with a goal of 20 participants each workshop</p>	<ul style="list-style-type: none"> • Education materials • Summary of events 	<p>1Q 2025 - End of Grant Term</p>
<p>Inspect and maintain greywater systems (e.g. annual mulch renewal) led by community partners who have been trained by Quail Springs</p>	<ul style="list-style-type: none"> • Inspection reports 	<p>1Q 2025 - End of Grant Term</p>
<p>Conduct best-practices research, system design, customization, and develop educational materials</p>	<ul style="list-style-type: none"> • Education materials, plans 	<p>Grant Execution - 2Q 2025</p>
<p><u>Composting Pilot Program: Installation</u> Install compost systems on 2 properties</p>	<ul style="list-style-type: none"> • Photos of completed projects • List of properties receiving installations 	<p>1Q 2025 - End of Grant Term</p>
<p><u>Composting Pilot Program: Education</u> Conduct skill-building workshops with a goal of 20 participants</p>	<ul style="list-style-type: none"> • Education materials • Summary of events 	<p>1Q 2025 - End of Grant Term</p>
<p>Conduct feasibility study for Cuyama community compost program as evolution of backyard composting program</p>	<ul style="list-style-type: none"> • Completed cost analysis and feasibility reports for expansion 	<p>Grant Execution - End of Grant Term</p>
<p>Inspect and maintain compost systems (e.g. proper oxygenation) led by community partners who have been trained by Quail Springs</p>	<ul style="list-style-type: none"> • Inspection reports 	<p>1Q 2025 - End of Grant Term</p>
<p>TASK 5: Improve Health Equity & Wellbeing</p>		
<p><u>Victory Garden Pilot Program</u> Procure materials, equipment and install 40 victory gardens</p>	<ul style="list-style-type: none"> • Bimonthly summary report, including: <ul style="list-style-type: none"> ○ Description of activities ○ Photographs ○ details of completed gardens 	<p>Grant Execution - End of Grant Term</p>
<p><u>Victory Garden Pilot Program</u> Conduct 4 workshops per year on gardening and food processing and preparation and storage.</p>	<ul style="list-style-type: none"> • Summary of workshop including curriculum & number in attendance 	<p>Grant Execution - End of Grant Term</p>

*Strategic Growth Council – Transformative Climate Communities Program
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Assess opportunity for using Blue Sky Center building as community cold storage for staging food for Cuyamans	<ul style="list-style-type: none"> • Feasibility study 	4Q 2024 - 3Q 2025
TASK 6: Mobility & Access Improvement Planning		
Design Safe Routes to School Cuyama Valley High School Path - an all-weather pathway connecting the townsite to the local high school	<ul style="list-style-type: none"> • Completed Designs, including: <ul style="list-style-type: none"> ○ Public Access Easement ○ 95% Design Plans 	Grant Execution - End of Grant Term
Design projects identified in the County's Adopted ATP: -New Cuyama Pedestrian Alleys -Sidewalk Gap Closure -Bus Stop Improvements	<ul style="list-style-type: none"> • Completed Designs, including: <ul style="list-style-type: none"> ○ 35% Design Plans ○ Topographic Survey 	Grant Execution - End of Grant Term

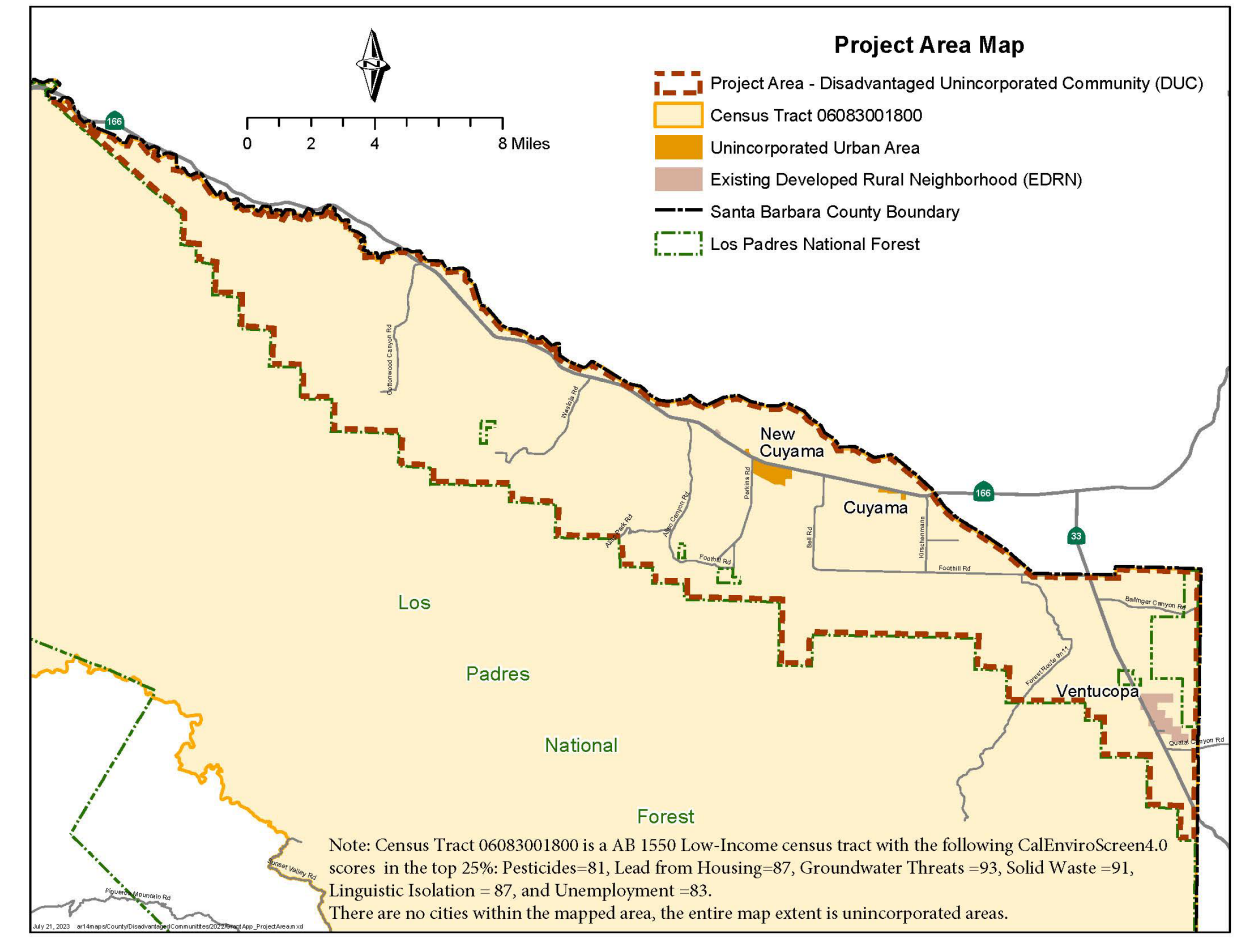
Strategic Growth Council – Transformative Climate Communities Program
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EXHIBIT C – Attachments

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Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County

Attachment C-1: TCC Project Area Map



Strategic Growth Council – Transformative Climate Communities Program
 Project Development Grant - Round 5
 Grant Number: SGC23150, Santa Barbara County

Attachment C-2: Invoicing and Reporting Templates

[TO BE PRINTED ON GRANTEE
 LETTERHEAD]

**TRANSFORMATIVE CLIMATE COMMUNITIES
 PROJECT DEVELOPMENT GRANT INVOICE**

	Invoice Number:	
Grantee Name:	Grant Number:	
Project Name:		
Invoice Quarter:	[START DATE]	[END DATE]

Invoice Summary:

Task	Grant Funds Spent
Task 1:	\$-
Task 2:	\$-
Task 3:	\$-
Task 4:	\$-
SUBTOTAL for this Quarter	\$-
<i>Less 5% Retention</i>	\$-
<i>Current Invoice Total</i>	\$-
<i>Advance Pay Deduction</i>	\$-
<i>Total Reimbursement Requested</i>	\$-
<i>Total Budget</i>	\$-
<i>Total Invoiced to Date</i>	\$-
<i>Amount Remaining</i>	\$-

Advance Pay Summary

<i>Advance Received</i>	
<i>Advance Balance</i>	
<i>Current Invoice Total</i>	
<i>Amount Paid Via Invoice</i>	
<i>Remaining Advance Balance</i>	
<i>Interest Earned</i>	

Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
 Grant Number: SGC23150, Santa Barbara County

Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/Page #
1			
	Subtotal	\$-	
2			
	Subtotal	\$-	
3			
	Subtotal	\$-	
4			
	Subtotal	\$-	
Travel			
	Subtotal	\$-	
Equipment			
	Subtotal	\$-	
Indirect			
	Subtotal	\$-	
	SUBTOTAL FOR THIS QUARTER	\$-	

Strategic Growth Council – Transformative Climate Communities Program
 Project Development Grant - Round 5
 Grant Number: SGC23150, Santa Barbara County

Progress Report: [TO BE PRINTED ON GRANTEE LETTERHEAD]

Grantee Name:		Grant Number:	
Project Name:			
Invoice Number:	Invoice Period:	(Start Date)	(End Date)

Work Plan Task #	Description of Work Performed
Task [#]	<i>Please describe the work completed during this invoice period and refer to specific deliverables in the Budget and Work Plan using bold text to denote the deliverable submitted. Please also note any key events or milestones in the upcoming period.</i>

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

Print Name:	Print Title:
Signature:	Date:

*Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County*

FINAL REPORT

Transformative Climate Communities Program Project Development Final Report	Round 5
Grantee:	Grant Number:
Project Name:	

Project Summary

1. Provide a brief summary of the challenges facing the Project Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
 - a. How they will further your organization’s sustainability goals and strategies.
 - b. How they will advance the State’s planning priorities and TCC Program objectives.
 - c. How the work completed under this grant will assist in applying for future funding that aligns with the TCC Program’s objectives. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how TCC staff can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the TCC Grant Manager.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name:
(Type or Print Name)

Title:

Signature:

Date:

Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County

Authorized Signatory Form

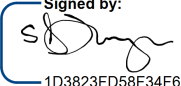
I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Steve Lavagnino

Title: Board Chair

Signature:

Signed by:

1D3823FD58F34F6...

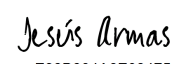
Date: 8/22/2024

Delegated Authorized Signatories:

1. **Name:** Jesús Armas

Title: Director, Community Services Director

Signature:

DocuSigned by:

E33B804A6E03475...

Date: 8/20/2024

Document(s) Authorized to sign: (circle all that apply)

All Grant Related Documents **OR**

Grant Agreement **Grant Amendments** Budget Amendments **Reports** **Invoices** **Other**

2. **Name:** Garrett Wong

Title: Climate Program Manager

Signature:

DocuSigned by:

E743A0737507444...

Date: 8/19/2024

Document(s) Authorized to sign: (circle all that apply)

All Grant Related Documents **OR**

Grant Agreement Grant Amendments Budget Amendments **Reports** **Invoices** **Other**

Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County

Attachment C-4: TCC Communications Kit

[ATTACH DOCUMENT]



Transformative Climate Communities (TCC) Grantee Publicity Guidelines



Welcome to the TCC Grant Program!

Dear Transformative Climate Communities Grantee,

Congratulations, and welcome to the California Strategic Growth Council (SGC) Awardee Community, and on your Grant award! All of your hard work has paid off! We look forward to working closely with you to achieve 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, our Communications and External Affairs team has prepared this Grantee Publicity Guidelines document. As you plan communications, outreach, and events related to your award, please utilize this resource.

If you are planning an event or announcement and need advice, assistance, or sample materials, please don't hesitate to contact your Grant Manager and/or email us at TCC@sgc.ca.gov.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help transform communities for generations to come. We look forward to partnering with you!

Publicity Guidelines

Please acknowledge the California Strategic Growth Council and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and all media-related and public outreach products related to the Grant. Below are templates of boilerplate language used to describe what the programs are.

For Long-Form Materials

Long-form materials are written content that is more than 1,000 words in length. For these types of documents use the following language:

The California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC), administered in partnership with the California Department of Conservation, 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 <https://sgc.ca.gov/grant-programs/tcc/>.

For Short-Form Materials

Short-form materials are written content that is less than 1,000 words in length. For these types of documents, such as press releases, media advisories,

social media posts, short case studies, flyers, etc., use the following language:

"[Project Name] is supported by the California Strategic Growth Council's Transformative Climate Communities Program in partnership with the California Department of Conservation."

Visuals

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, posters, certain flyers, and sharable images for social media. In such cases, we encourage grantees to include the official SGC and DOC logos. You can find the official logos in your Communications Resource Folder on SharePoint.

When using our logos, focus on creating the most color contrast between the logo and background to contribute to inclusive communications. For example, use the color version only when the logo appears on a light background; on backgrounds of a darker color, use the white version of the logo.

Signage

Grantees are encouraged to post signs on project construction sites stating that the Strategic Growth Council is providing financing through the Transformative Climate Communities Program in an appropriate location(s), typeface and size (consult your grant manager for best practices). Below is a sample of suggested language:

*[PROJECT NAME]
"This Project has been made possible by financing from the Transformative Climate Communities Program through the California Strategic Growth Council."*

Please also include our logos. Refer to the Visuals section above for logo guidelines.

Press Releases/Conferences

Grantees are encouraged to distribute press releases for major milestones throughout the lifecycle of the grant. If you would like a quote from leadership for a press release, please submit the press release to your Grant Manager at least two weeks before the release will be published.

Please alert us to any press conferences related to the grant by emailing your Grant Manager ideally as soon as possible, or at least two to four weeks before the press conference. This allows our staff to try and attend, if approved by management.

Photos

We ask that grantees share between 8-12 high-resolution, color photos with their Grant Manager during the lifecycle of their grant. These photos can include pictures of people involved with the project, the project area, and/or activities conducted during the grant term. Sending photos allows us to share photos of your project's progress across our communications platforms. We will attribute the photos to your organization and community. Please submit photos through your SharePoint submission folder.

Social Media

We encourage grantees to use social media to share the process of creating and developing their proposal, as well as stages of the project's implementation. We love seeing grantees' progress from vision to reality. Please tag @CalSGC and @CalConservation in all Tweets related to the grant; tag @California-Strategic-Growth-Council and California-Department-of-Conservation in all LinkedIn posts related to the grant; and on Facebook and other platforms, please mention the California Strategic Growth Council and California Department of Conservation in content related to the grant. (Reference guidelines For Short-Form Materials above for sample language).

Our Digital Platforms

SGC

 Twitter: @CalSGC

 LinkedIn: California
Strategic Growth Council

 Website: sgc.ca.gov

DOC

 Twitter: @CalConservation

 LinkedIn: California
Department of Conservation

 conservation.ca.gov

Stay in Touch!

Our team is here to help! We love to work with awardees to brainstorm communication strategies and outreach plans. By staying in contact with our team, we can help make any event you plan a success! We can make leadership available for media interviews, coach you on how to pitch to media, help you identify reporters, and help secure participation by State officials. Contact your Grant Manager any time you want to collaborate on any type of communication and outreach.

Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County

Attachment C-5: TCC Partnership Agreement

[ATTACH DOCUMENT, TO BE FINALIZED BY GRANTEE]

Resilient Cuyama Valley Partnership Agreement

PARTNERSHIP AGREEMENT
FOR RESILIENT CUYAMA VALLEY

Introduction

General Terms and Conditions

Background and Recitals

Agreement

Amendments

Roles and Responsibilities

Managing Stakeholder

Organizational Structure

Partners

Advisory Members

Representatives, Alternates & Replacement Representatives

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Attendance and Absences

Partner Departure & Contingency

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Subcommittees

Establishing a Subcommittee

Subcommittee Membership

Alternate Representatives

Officers

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Election Process

Meetings

Interpretation & Translation

Deliverables

Participation Stipend

Legal and Financial Considerations

Liability Provisions

Resilient Cuyama Valley Partnership Agreement

Dispute Resolution

Financial Relationships

Payment

 Advance Payment

Audit and Record Retention

Procurement

Equal Opportunity & Non-Discrimination

Signatures

Appendices

- I. Project Area Map
- II. Scope of Work
- III. Organizational Structure
- IV. Contacts

Resilient Cuyama Valley Partnership Agreement

Introduction

This Agreement for the Collaborative Stakeholder Structure for Resilient Cuyama Valley (“Agreement”) is made and entered into this ___ day of _____, 2023, by and between THE TRUE NATURE SOCIETY dba QUAIL SPRINGS, a local nonprofit organization (QUAIL SPRINGS), BLUE SKY SUSTAINBLE LIVING CENTER, a local nonprofit organization (BLUE SKY), COMMUNITY ENVIRONMENTAL COUNCIL, a local nonprofit organization (CEC), and the COUNTY OF SANTA BARBARA (COUNTY, sometimes referred to as Managing Stakeholder), each a “Partner” and collectively the “Partners”.

General Terms and Conditions

Background and Recitals

- I. The State of California and the Federal government are providing numerous grants that would benefit the Cuyama Valley by funding community-rooted and cross-sectoral partners to form a collaborative and conduct capacity building activities that will strengthen local coordination, leadership, knowledge, and skills to increase access to funding and implement multi-benefit climate mitigation, adaptation, and resiliency projects.
- II. If awarded, COUNTY will be the Managing Stakeholder responsible for the grant to fund a range of activities within Cuyama Valley in Santa Barbara County as depicted in the Project Area Map (Appendix I), attached hereto and incorporated herein by reference.
- III. This Agreement is entered into pursuant to requirements of the Strategic Growth Council (SCG) and memorializes basic terms to govern the planning and implementation of the scope(s) of work.
- IV. The Partners are organizations eligible to participate and the Partners agree to be Co-Applicants fully supporting the objectives, goals, strategies, and projects identified within the submitted grant application.
- V. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the grant funded by SCG, including, but not limited to, the expectations and responsibilities of the Partners, legal and financial terms, and community engagement and decision-making processes.
- VI. The Partners desire to enter into this Agreement in order to establish a collaborative stakeholder structure for matters pertaining to the application and the implementation of various scope(s) of work. Although titled “Partnership Agreement,” this Agreement is not intended to create any partnership under Title 2 of the California Corporations Code.
- VII. Parties acknowledge and agree that other Partners may be added to this Agreement, if agreed to by a majority of the Partners and in consultation with SGC.

Agreement

This Agreement shall become effective only if the Partners collectively apply for and are awarded grant funding. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

Resilient Cuyama Valley Partnership Agreement

Amendments

This Agreement shall be revised to comply with all administrative, statutory, and grant program requirements. Amendments may be proposed by the COUNTY or any Partner. All amendments shall be reviewed during a regular or special meeting and shall be approved by a simple majority vote of the Partners.

Roles and Responsibilities

Managing Stakeholder

As the Managing Stakeholder, County of Santa Barbara (COUNTY) commits to all duties and responsibilities corresponding to the Managing Stakeholder role. The COUNTY is fully committed to the activities and deliverables defined in the scope(s) of work (Appendix II), the requirements of the grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the grant in accordance with the State of California requirements.

As Managing Stakeholder, the COUNTY'S responsibilities include, but are not limited to:

- a. Coordinating all components of the scope(s) and processing the approval of the proposed scope(s) through the California Strategic Growth Council as may be necessary or appropriate;
- b. Overseeing and coordinating the project(s);
- c. Preparing and disbursing the grant funds to Partners either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests and supporting documentation for advanced funds, subject to State review and approval;
- d. Submitting all invoices and associated summary reports, and annual reports to the California Strategic Growth Council;
- e. Participating in regular check-in meetings with California Strategic Growth Council staff;
- f. Providing COUNTY staff support during the entirety of the grant term;
- g. Developing and implementing tasks as described in the scope(s) of work, in coordination with Partners; and
- h. Achieving and monitoring goals and associated indicators as defined by the scope(s) of work and grant guidelines.

Organizational Structure

The Coordinating Committee (Committee) shall be composed of Partners, local and regional agencies and organizations that serve Cuyama Valley and individuals that live and/or work in the Cuyama Valley. The Committee shall coordinate with the Cuyama Valley Community Association (CVCA), but the Committee shall have executive function and oversight over all grant-funded related activities that involve the Partners. A designated representative shall provide regular updates to the CVCA and may request guidance, input and feedback from the CVCA.

Partners

Partners are responsible for implementing specific tasks and activities within the scope(s) of work (Appendix II). Partners shall have one representative on the Coordinating Committee.

- 1) Blue Sky Center (BLUE SKY)
 - o BLUE SKY is a local nonprofit serving the Cuyama Valley. BLUE SKY shall conduct community outreach, education, and implement the activities in the grant-funded scope of

Resilient Cuyama Valley Partnership Agreement

work. A representative from BLUE SKY shall have a permanent seat on the Coordinating Committee.

2) Quail Springs (QUAIL SPRINGS)

- QUAIL SPRINGS is a local nonprofit serving the Cuyama Valley. QUAIL SPRINGS shall conduct community outreach, education, and implement the activities in the grant-funded scope of work. A representative from QUAIL SPRINGS shall have a permanent seat on the Coordinating Committee.

3) Community Environmental Council (CEC)

- CEC is a regional nonprofit serving Santa Barbara, San Luis Obispo, and Ventura Counties. CEC shall provide meeting management, coordination and facilitation services, project coordination and support, community outreach and engagement, and grant writing services. A representative from CEC shall have a permanent seat on the Coordinating Committee.

Advisory Members

Organizations that work in Cuyama Valley, but are not considered Partners, may participate as Advisory members. Advisory members may support grant-funded tasks and may receive funds to do so as a subcontractor to any of the Partners or Grantee. Advisory members may have one representative on the Coordinating Committee, but will not have voting rights.

Representatives, Alternates & Replacement Representatives

Each Partner and Advisory Member shall designate one person to serve as its representative. While there is no term to membership, Partners and Advisory Members are encouraged to consider the appropriate person to ensure capacity and continuity throughout the project term. The representatives are listed in Appendix V Contacts.

Each Partner may designate at least one alternate representative and contact. Should an individual of a Partner leave the Committee, the Partner may designate a replacement representative.

Community Seats

Community Seats may be filled by Cuyama Valley residents not affiliated with any Partner or Advisory Member. The Committee shall endeavor to have one representative each from New Cuyama, Cuyama, and Ventucopa. Residents that serve on the Committee as a Community Seat Member must commit to participating during the full two-year term of the grant. Interested residents shall apply through a Committee Membership Application made available by the COUNTY.

Partners on the Committee shall review the applicants and select the Community Seat representatives at a Special or Regular meeting.

Attendance and Absences

All Partners are expected to attend all regular Committee meetings. Absences should be excused 12 hours prior to the meeting.

Partner Departure & Contingency

Should a Partner withdraw from the Agreement entirely (e.g., Partner is unable or does not want to complete their respective tasks), the Committee shall consult with the Strategic Growth Council to determine if the uncompleted tasks are critical to other tasks or the project as a whole and

Resilient Cuyama Valley Partnership Agreement

determine how, if needed, to complete, adjust or remove them and/or adjust the budget accordingly.

Co-Chairs

Two Co-Chairs shall be elected by a majority vote of the Committee. The term of the Co-Chair shall be one year. The Co-Chairs are the "voice" of the Committee, and unless decided otherwise by the Committee, represent the Coordinating Committee at meetings, hearings, panels, and other public events. The Co-Chairs shall set the agenda with the COUNTY, convene, and lead meetings of the Committee.

Meetings

The Committee shall meet every month on a fixed calendar schedule determined by the members of the Committee. The annual meeting schedule shall be made available to the public. Meetings will primarily be held virtually via Zoom, unless the Committee determines to hold an in-person meeting. Meeting agendas will be set by the Co-Chairs, COUNTY and CEC and published at least 48 hours before the meeting. The COUNTY shall distribute a notice of the agenda and meeting materials to interested parties via the Resilient Cuyama Valley project page and direct email. Meetings shall be open to the public and the participants may comment on any agenda item. COUNTY shall take meeting minutes to be approved by the Committee in the following meeting. Approved minutes shall be published. All meeting information shall be posted as determined by the COUNTY.

Interpretation & Translation

Meeting materials shall be translated into Spanish. Meetings shall be held in English with Spanish interpretation.

Decision-Making

Decisions shall be made by majority vote of a quorum of attending members.

Subcommittees

Ad hoc Subcommittees allow Committee, non-Committee members, and residents to engage in topic-specific meetings and activities within the grant-funded scope(s) of work. Subcommittees may be established by the Committee to address specific topic areas and/or practices. There is no limit to the number of subcommittees, so long as they can be adequately resourced by Subcommittee officers and supported by CEC and the COUNTY. Subcommittees shall carry out any or all of the following functions in order to further the Committee's and Partners' scopes, and the Subcommittee's specific topic area and/or practice:

- Identify specific challenges and solutions within the topic area
- Conduct in-depth analysis, stakeholder engagement, and develop recommendations
- Draft, pilot, and launch programs, policies, and projects
- Develop tools and resources
- Make recommendations to the Committee

Establishing a Subcommittee

Subcommittees can be created in two ways.

1. The Committee shall identify and prioritize areas in which to establish Subcommittees. The Committee shall issue a call for proposals to solicit prospective and existing members to establish and lead the Subcommittee.

Resilient Cuyama Valley Partnership Agreement

2. COUNTY shall create and maintain a Subcommittee proposal form. Any Committee member in good standing may propose the creation of a Subcommittee on a rolling basis. The proposal should contain the following elements:
- Description of the climate action or adaptation challenge
 - Explanation or theory as to why the challenge has not been appropriately or adequately addressed
 - Specific description of the potential solution, resource, opportunity and value the Subcommittee would provide to addressing the challenge
 - Suggestions/Nominations for Subcommittee Officers and participants

The Committee shall review and consider the Subcommittee proposal during a regularly scheduled meeting or a special meeting. The Proposer shall provide a presentation to the Committee for questions and discussion during the meeting.

The Committee shall approve the creation of a Subcommittee by a simple majority vote.

Subcommittee Membership

Membership to Subcommittees is open to all residents, businesses, and organizations that live and/or work in Cuyama Valley. There is no membership limit.

Alternate Representatives

Each Subcommittee Member may designate an alternate representative to participate in Subcommittee meetings.

Officers

For each Subcommittee, there shall be, at minimum, a Chair and a Vice Chair.

- Chair – The Chair of the Subcommittee shall set the agenda, convene, and lead meetings of the Subcommittee. The Chair shall participate in Committee meetings at least quarterly or as needed to provide regular updates and receive guidance.
- Vice Chair – The Vice Chair shall serve in lieu of the Chair when the Chair is unable to perform their duties.

Terms

Each officer of the Subcommittee shall hold their seat for no longer than the term of the Agreement.

Election Process

The officers of the Subcommittee shall be elected by a majority vote of the Subcommittee membership. To be a Chair or Vice Chair, an individual shall be nominated by a fellow member of the Subcommittee or themselves and confirmed by a majority vote of the Subcommittee membership in attendance. Elections will be held on the second-to-last meeting before the end of the term of the current officer. Outgoing officers should use the last meeting of their term to transition the role to the incoming officers.

Meetings

Subcommittees shall meet on a schedule determined by the Chair and Vice Chair. Meetings shall be led by the Chair. The annual meeting schedule shall be made available to the public. The Chair shall set an agenda, with the assistance of the Vice Chair. Agendas shall be posted by the COUNTY at least 48 hours prior to the meeting date. Meeting minutes shall be taken by COUNTY

Resilient Cuyama Valley Partnership Agreement

and made available to the general public in a timely manner, after review by the Chair and Vice Chair. Subcommittee meetings shall be open to the public. All meeting information shall be posted as determined by the COUNTY.

Interpretation & Translation

Meeting materials shall be translated into Spanish. Meetings shall be held in English with Spanish interpretation.

Deliverables

Once approved by the Committee, Subcommittees shall prepare a draft Statement of Purpose to be approved by the Committee. The Statement of Purpose shall include: Problem Statement, Purpose, Functions, Specific and/or Ideal Participants & Stakeholders.

Participation Stipend

Residents that serve as a Community Seat Member on the Coordinating Committee or on a Subcommittee are eligible to receive a stipend per meeting hour attended. In order to receive a stipend, residents must not be employed by a Partner, local or regional agency, or a nonprofit that would normally compensate staff time for participation.

The COUNTY shall create a participation stipend application and make available to interested residents.

Legal and Financial Considerations

The COUNTY will maintain legal and fiscal responsibilities, including managing grant funds in accordance with regulations, policies and guidelines of the Strategic Growth Council. The COUNTY is responsible for the development and submission of all reports to the California Strategic Growth Council, bookkeeping, accounting, and grant compliance services.

Liability Provisions

Each Partner ("Indemnifying Partner") agrees to indemnify, defend and hold harmless all other Partners and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligence or willful misconduct of the Indemnifying Partner under this Agreement.

Each Partner will perform all of its specified services under this Agreement as an independent contractor and not as COUNTY's employee or agent. Each Partner understands and acknowledges that it will not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each Partner warrants that it is authorized by law to perform all work contemplated in this Agreement, and each Partner agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

Dispute Resolution

Partners shall make reasonable efforts to resolve all disputes arising out of or in connection with this Agreement. Before exercising any other remedy provided by law, Partners involved shall engage in nonbinding mediation or arbitration in the manner agreed upon by the Partners involved. The Partners involved shall endeavor to agree to a neutral third party to serve as a

Resilient Cuyama Valley Partnership Agreement

mediator or arbiter. The Partners involved and mediator shall endeavor to reach a mutually agreed upon resolution.

In the event that nonbinding mediation or arbitration is not initiated or does not result in the resolution of a dispute within 60 days after the request for mediation or arbitration is made, any Partner involved may pursue any other remedies provided by law.

Financial Relationships

Each Partner agrees to provide services and deliverables according to the attached Statement of Work to COUNTY, and COUNTY agrees to pay each Partner according to the attached Budget (Appendix IV). All work is to be performed under the direction of the COUNTY's primary contact. Payment will be subject to satisfactory performance as determined by the COUNTY's primary contact.

Payment

Each Partner will be entitled to reimbursement for only costs incurred for the services specifically identified in the Statement of Work and Budget. Each Partner must submit invoice(s), which must include the contract number COUNTY assigns, to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. COUNTY will pay each Partner within thirty (30) days from the presentation of the invoice with supporting documentation.

Advance Payment

Strategic Growth Council may provide advanced payments to reduce barriers and ensure activities are initiated in a timely manner. Advance payments can be up to 25 percent of the total grant award, which can be provided in one payment or spread across a series of smaller installments and is to be determined in the Grant Agreement.

To receive advance pay, each Partner must do the following:

- Demonstrate good standing with the IRS
- Provide its work plan
- Provide a spending plan
- Sign an agreement that it will:
 - Revert all unused moneys to the State if they are not liquidated within the timeline specified in the grant agreement or in the case of non-compliance/misuse of funds
 - Communicate and document changes to spending plan
- Before payment
 - Complete an advance payment request form that includes itemized budget for the period of the grant the costs will cover
 - Provide a spending timeline including anticipated spend down over a set period of time
- After prior advance pay is expended, the Partner will provide a progress report that includes:
 - A high-level summary of work completed
 - Itemized Receipts
 - Invoice for grant activities that were not covered by the advance payment (if applicable)
 - Its next advance payment request form (if applicable)

Resilient Cuyama Valley Partnership Agreement

Audit and Record Retention

All records, physical and electronic, must be adequately protected from loss, damage, or destruction for possible audit(s). All Partners must maintain copies of project records four (4) years after all terms of the Grant Agreement are fulfilled unless a longer period of records retention is required.

Procurement

Any procurement on behalf of the Committee shall be conducted in accordance with the COUNTY's procurement procedures and requirements. The Committee, and its designees, shall have the ability to provide to the COUNTY support and recommendations regarding scope of services and deliverables, evaluation criteria, solicitation, and selection, but such recommendations shall not control, limit, or impair the sole and absolute discretion of COUNTY.

Any procurement conducted by an individual Partner for a purpose of TCC Grant implementation should be conducted in accordance within its respective procedures and requirements. The Committee, and its designees, may provide to the Partner direction, support, and recommendations regarding scope of services and deliverables, evaluation criteria, solicitation, and selection.

Equal Opportunity & Non-Discrimination

The COUNTY and Partners are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status. The COUNTY and Partners will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The COUNTY will take prompt and effective remedial action upon discovery of such conduct. The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated into the Agreement by this reference with the same force and effect as if the ordinance were specifically set out herein, and Partners agree to comply with that ordinance.

Resilient Cuyama Valley Partnership Agreement

Signatures

IN WITNESS WHEREOF, the Partners hereto have caused this agreement to be executed by their duly authorized representatives as of July __, 2023.

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Sheela Habuena*
Deputy Clerk

By: *[Signature]*
DAS WILLIAMS
Chair, Board of Supervisors

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

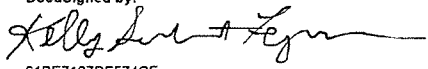
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By: 80828E0E6640481...
Deputy County Counsel

DocuSigned by:
George Chapjian
By: 516A633ACE984E9...
GEORGE CHAPJIAN
Director, Community Services

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
Greg Milligan
By: DC240AC1E84247D...
Risk Manager

Resilient Cuyama Valley Partnership Agreement

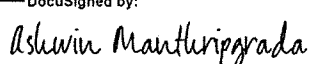
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Kelly Schmandt Ferguson,
President of the Board

7/5/2023 | 2:11 PM PDT

Date

Blue Sky Sustainable Living Center

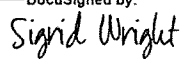
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Ashwin Manthripragada,
Executive Director

7/4/2023 | 8:18 PM PDT

Date

The True Nature Society dba Quail Springs

DocuSigned by:

0BAC358A32B4468...

Sigrid Wright,
Executive Director

7/5/2023 | 4:05 PM PDT

Date

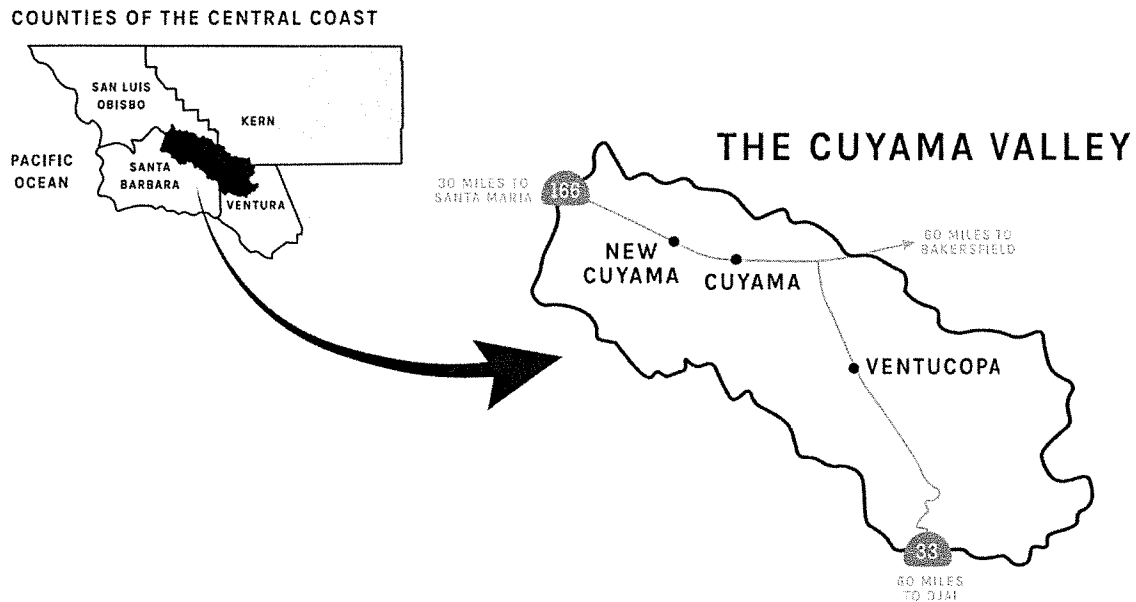
Community Environmental Council

Resilient Cuyama Valley Partnership Agreement

Appendices

Resilient Cuyama Valley Partnership Agreement

I. Project Area Map



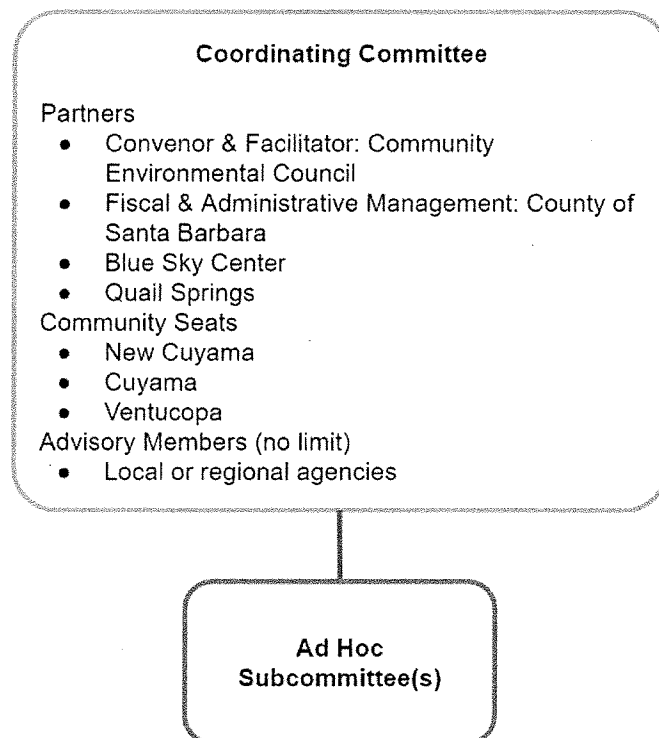
Resilient Cuyama Valley Partnership Agreement

II. Scope of Work

See Attachment B.

Resilient Cuyama Valley Partnership Agreement

III. Organizational Structure



Resilient Cuyama Valley Partnership Agreement

IV. Contacts

Applicant Type	Organization Name	Entity Type	Contact	Email	Mailing Address
Lead Applicant	County of Santa Barbara	Local government	Garrett Wong	gwong@countyofsb.org	123 E Anapamu St, Santa Barbara CA 93101
Co-Applicant	Blue Sky Center	Nonprofit Organization	Jack Forinash	jack@blueskycenter.org	1000 Perkins Rd, New Cuyama, CA 93254
Co-Applicant	The True Nature Society dba Quail Springs	Nonprofit Organization	Ashwin Manthripragada	ashwin@quailsprings.org	35070 Highway 33, Maricopa, CA 93252
Co-Applicant	Community Environmental Council	Nonprofit Organization	Em Johnson	ejohnson@cecmail.org	1219 State St, Santa Barbara CA 93101

Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County

Attachment C-6: Certificate of Compliance with Russian Sanctions

[ATTACH DOCUMENT]



California
DEPARTMENT OF TECHNOLOGY

2nd JOINT MEMO

April 22, 2022

To: Executive Branch Departments and Agencies

Re: Executive Order [N-6-22](#) regarding Sanctions Against Russia (¶¶ 4-5)

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding sanctions against Russia and Russian entities and individuals. The EO directs all agencies and departments (Agencies) that are subject to the Governor's authority to take certain steps described below. Constitutionally independent state entities are encouraged to take these steps as well.

On March 16, 2022, the Department of General Services (DGS) and the California Department of Technology (CDT) issued a Joint Memo offering guidance for compliance with EO Paragraphs #1, #2, and #3.

This Joint Memo provides guidance to assist state agencies with compliance concerning EO Paragraphs #4 and #5. Agencies should continue to involve their legal counsel in compliance efforts and decisions and to keep written records in each applicable contract or grant file demonstrating compliance efforts.

Agencies are recommended to comply with EO Paragraphs #4 and #5 within 45 days of the date of this Joint Memo.

Defined Terms:

- "Contract" refers to *all* types of agreements and grants, regardless of form (e.g., Std 213, Std 65, Fi\$Cal PO, etc.).
- "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
- "Paragraphs" refers to the EO's operative paragraphs.

Compliance with Paragraphs #4 and #5:

Paragraph #4 within the EO provides:

All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions.

Please note that since the March 2022 joint guidance memo, the federal government has imposed new sanctions on Russia and Russian entities and individuals. Agencies are advised to regularly check the U.S. Department of the Treasury's list of sanctioned individuals and entities at the following sites:

- <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>;
- <https://home.treasury.gov/news/press-releases/jy0608>; and
- <https://home.treasury.gov/policy-issues/financial-sanctions/recent-actions>.

Agencies may wish to sign up for email updates from the U.S. Department of the Treasury as well.

Paragraph #5 within the EO provides:

All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

In order to comply with Paragraphs #4 and #5 of the EO:

- Agencies should identify all current contracts and grants valued at \$5 million or more.
 - "Valued at \$5 million or more" includes contracts and grants with a *value to the contractor or grantee* of \$5 million or more, even if the amount paid by the Agency to the contractor or grantee is less than \$5 million or is zero. This includes, but is not limited to, revenue-generating agreements, in-kind agreements, concessions, and agreements where the contractor receives payments from the public or a third party.
 - For example, in some recycling contracts, the state does not make any payments to the contractor, but the value of the contract is based on the monetary value to the contractor of the recycled materials they collect from the state. See, e.g., State Contracting Manual volume 1, sections 3.16.B and 7.45.
- Agencies should determine the appropriate addressee names and addresses for notices and information related to such contracts and grants.
- Agencies must notify such contractors and grantees of the reports contemplated in EO Paragraphs #4 and #5 and how to they can submit them (see a template notice below). Agencies should recommend that contractors/grantees consult their own legal counsel as needed regarding compliance with sanctions and reporting to the state.

- While the EO is silent on a timeframe in which to notify such contractors and grantees about EO Paragraphs #4 and #5, it is recommended that Agencies do so within 45 days of the date of this Joint Memo.
- Attached is a template notice and contractor/grantee response form that Agencies should use for EO Paragraphs #4 and #5. These notices may be sent and responded to electronically.
- Agencies should ensure the notice clearly informs contractors/grantees where to send their reports.
- Agencies should keep track of contractor and grantee reports.
- Agencies that have more than one contract/grant valued at \$5 million or more with a single contractor/grantee may send and receive one EO Paragraph #4 and #5 notice and report for each such contractor/grantee; however, each applicable contract/grant file should include copies of the response form and report.
- **Please note that for contracts issued by DGS or CDT on behalf of an Agency, the Agency is responsible for sending the EO Paragraph #4 and #5 notices and receiving contractor reports.**
- **For Leveraged Purchase Agreements (LPAs), DGS will issue the EO Paragraph #4 and #5 notices for Contracts with statewide usage valued at or above \$5 million. DGS will then provide Agencies with the list of LPA contractors DGS contacted. If, after receiving that list, an Agency determines it has any LPA Contracts valued at or above \$5 million that are *not* on the DGS list, the Agency is responsible for issuing the EO Paragraph #4 and #5 notices for those.**

Further Guidance and Contacts:

DGS and CDT will issue further guidance shortly regarding EO Paragraph #6, including language for future contracts and solicitations.

For questions relating to CDT contracts, please contact:

Lisa Cooper
Office of Legal Services
lisa.cooper@state.ca.gov

For other questions regarding this Memo, please contact your DGS-OLS assigned attorney.

Attachment: Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million (EO Paragraphs #4 and #5)

**Template Notice to Send to Contractors and Grantees of Agreements Valued at ≥ \$5 Million
(EO Paragraphs #4 and #5)**

April XX, 2022

[Name Here]

[Title Here]

[Name of Business or Organization]

[Address line 1]

[Address line 2]

[email address]

RE: Contractor and Grantee Report on Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

The EO also directs all agencies and departments that are subject to the Governor's authority to direct that their grantees and contractors with agreements valued at \$5 million or more to report on the steps they have taken in response to Russia's actions in Ukraine

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the federal executive orders identified in the EO, the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), and sanctions imposed under state law, if any. Once complete, please report to the state regarding your compliance with the economic sanctions imposed by the U.S. government, as well as sanctions imposed under state law, if any, using the attached reporting form and return it **within 60 calendar days** to the individual listed below.

Additionally, within 60 calendar days of this letter, please provide a written report describing the steps, if any, you have taken in response to Russia's actions in Ukraine. An example can be found at this link:

<https://www.calpers.ca.gov/page/newsroom/for-the-record/2022/calpers-responds-to-governor-gavin-newsom>.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Please attach the report to the notice form below and return it to the individual listed below.

Responsive notices and reports should be sent to:

[Agencies: INSERT CONTACT NAME, AGENCY NAME,
AND RETURN EMAIL OR ADDRESS HERE]

Sincerely,

[Name]
[Title]

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): _____ (Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Contractor/Grantee Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

*Strategic Growth Council – Transformative Climate Communities Program
Project Development Grant - Round 5
Grant Number: SGC23150, Santa Barbara County*

Attachment C-7: Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity

1. Limited Waiver of Sovereign Immunity

The [Insert name of Tribe AND Tribal Organization, if applicable] expressly and irrevocably waives on a limited basis its sovereign immunity (and any defense based thereon) in favor of the State of California, as applicable (and not to any third party) as to any and all claims that may arise relating to this Agreement and any remedies therefore under the laws of the state of California and the laws of the United States of America. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible, or intangible, on any person or entity not a party to this Agreement or as a waiver with respect to any such third person or entity.

2. Consent to Jurisdiction

The [Insert name of Tribe AND Tribal Organization, if applicable] has [have] consented to personal jurisdiction and venue in any court of the State of California and any federal court sitting in the State of California; and has [have] waived any and all claim that it [they] may have, including without limitation that such court is an inconvenient forum, for the purposes of any proceeding related to this Agreement; and, with respect to a proceeding in a court of the State of California or a federal court sitting in the State of California, any requirement that tribal remedies must be exhausted.

3. Authority

By signing this Agreement, the [Insert name of Tribe AND Tribal Organization, if applicable] represents and warrants that it has [have] authorized this Agreement, including Limited Waiver of Sovereign Immunity and Consent to Jurisdiction, and the signatory signing this Agreement on behalf of the [Insert name of Tribe AND Tribal Organization, if applicable] has [have] all due authority to make this Limited Waiver of Sovereign Immunity and Consent to Jurisdiction.