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# Exhibit A, Terms and Conditions

## Sections

### Transformative Climate Communities Planning Grant Program Background

The Transformative Climate Communities Program (“TCC Program”) is part of the state’s Climate Budget (Senate Bill 170), which funds ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure. The purpose of the Planning Grant is to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to prepare communities for future funding opportunities in programs that align with the TCC Program’s objectives. A FY 2021-22 budget appropriation from the General Fund supports Round 4 of TCC.

The authorization for this Grant Agreement is the Transformative Climate Communities Program statute (Public Resources Code, Sections 75240 – 75245). The TCC Program is administered by the California Strategic Growth Council (SGC) in partnership with the California Department of Conservation (Department). The Grant Agreement will be executed between the Grantee and the SGC, but the Grantee will work with the Department during grant implementation.

The SGC and Grantee are collectively referred to as “Parties.” “Co-applicants” identified in the TCC application are referred to as “Partners,” but are not parties to this Grant Agreement.

### Incorporation

The performance of this grant must be conducted in accordance with this Grant Agreement, and the TCC Guidelines.

### Grant Term

The SGC released the final TCC Program Guidelines for this Grant Agreement on February 24, 2022. In accordance with the Guidelines, Grantee applied and on October 27, 2022, the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Exhibit D](#_Exhibit_D,_Award)). This will be referred to as the “Project” throughout this Grant Agreement.

All work must be completed within two (2) years of executing the Grant Agreement.

### Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the SGC.

Grantee’s Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#_Attachment_1:_Authorized_1)).

Grantee must keep Authorized Signatory Form up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the TCC Grant Manager in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

### Project Representatives

The project representatives are the primary contacts for the Department, the SGC, and Grantee. The Department, the SGC, and Grantee must keep the Project Representatives Form ([Attachment 2](#_Attachment_2:_Project)) up to date. Any changes to the Project Representatives by either Grantee, the SGC, or the Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the TCC Grant Manager as described in the [Document Submission](#_Toc533104954) section.

### Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

### Assignment

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

### Records Retention

1. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
2. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

### Audit

* 1. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
	2. At any time, the SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee’s records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the SGC, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the SGC to audit records and interview staff in any partnership agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.
	3. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

### Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

### Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the SGC.

### Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5,). Those regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

### 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.

### Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

### Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

### Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

### Subcontractors

The SGC’s contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Exhibit B](#_Exhibit_B,_Work)) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall 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.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the SGC and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the SGC for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from the SGC’s obligation to make payments to Grantee. As a result, the SGC shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

### 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.

### Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

### Dispute Resolution

1. Invoice Disputes
	* 1. In the event of an invoice dispute, the TCC Grant Manager will notify Grantee in writing within fifteen (15) working days of receipt of the disputed invoice.
		2. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
		3. If Grantee contests the decision made by the TCC Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.
2. General Disputes
	1. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the TCC Grant Manager.
	2. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
	3. If Grantee contests the decision made by the TCC Grant Manager, Grantee shall submit a written “Notice of Dispute” on official letterhead, according to Subsection C below.
3. Contesting a Dispute Decision
	1. If Grantee contests a decision made by the TCC Grant Manager, Grantee may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:
		1. The Grant Agreement number
		2. A complete description of the basis for the dispute
		3. Legal authority or pertinent facts, supporting arguments and documentation
		4. Action requested for resolution

The “Notice of Dispute” shall be sent to the following address, with copies sent via email to the TCC Grant Manager contacts on the Project Representatives Form ([Attachment 2](#_Attachment_2:_Project)):

California Strategic Growth Council

TCC Program

Attn: TCC Program Manager

1400 Tenth Street

Sacramento, CA 95814

* 1. Within 30 days after receipt of the “Notice of Dispute,” the SGC TCC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
		1. The decision made
		2. An explanation for the decision
		3. Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

### Termination

1. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
2. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or the SGC to rectify any deficiency(ies) prior to the early termination date.

### Waiver of Rights

1. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
2. Grantee waives all claims and recourses against the SGC, 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 of the SGC, its officers, agents, and employees.
3. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

### Insurance Requirements

1. Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
2. If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
	1. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, 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:
		1. Workers’ Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
		2. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.
		3. Motor vehicle liability with limits not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
	2. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
3. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the TCC Grant Manager within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
4. Grantee must notify the TCC Grant Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.
5. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

### Stop Work

If it is determined, at the sole discretion of the SGC, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice from the SGC to stop work, Grantee shall cease all work under this Grant Agreement. The SGC has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

### Publicity

Grantee agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. TCC Grant Manager will provide the SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the TCC Communications Kit provided by the SGC ([Exhibit E](#_Exhibit_E,_TCC)). 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.

1. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about the 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*](http://www.sgc.ca.gov/)*.”*

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

### Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
	1. The dangers of drug abuse in the workplace.
	2. The person's or organization's policy of maintaining a drug-free workplace.
	3. Any available counseling, rehabilitation, and employee assistance programs.
	4. Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on this Grant Agreement will:
	1. Receive a copy of the company's drug-free workplace policy statement.
	2. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the SGC determines that any of the following has occurred: Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

### Americans with Disabilities Act

Grantee assures the SGC that Grantee complies 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 issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

### Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

### Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not a state agency or other governmental entity.

### Grantee Responsibilities

The TCC Grant Manager will notify Grantee when work may proceed. Grantee is responsible for:

1. Using grant funds only as intended for the Project.
2. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Exhibit B](#_Exhibit_B,_Work)), unless otherwise agreed to by all parties through the amendment process described in [Modifications](#_Budget_Modifications) and [Amendments](#_Amendments) sections below.
3. Submitting invoices for reimbursement using the Invoice template ([Attachment 4](#_Exhibit_D,_Attachment_7)), including any supporting documents.
4. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#_Attachment_2:_Work)).
5. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
6. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
7. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in the [Records Retention](#_Records_Retention) section and providing all required documents during an audit, as specified in the [Audit](#_Audit) section.

### Reporting Requirements

1. Grantee will submit quarterly progress reports to accompany quarterly invoices.
2. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:
3. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in the [Dispute Resolution](#_Dispute_Resolution) section.
4. Use the Final Report template ([Attachment 3](#_Attachment_2:_Work)).
5. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#_Attachment_1:_Authorized_1)).
6. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the project.

### Payment

1. Except as may be allowed under Subsection B, Grantee will be paid on a reimbursement basis.
	1. To receive reimbursement payments of grant funds, Grantee must submit an invoice.
	2. Upon receipt and approval of an itemized invoice and required supporting documentation, the SGC agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet ([Exhibit B](#_Exhibit_B,_Work)).
	3. The SGC will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
	4. The SGC will not reimburse for funds spent on activities that occur prior to grant execution.
	5. Invoices may be submitted by the Grantee quarterly.
	6. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
	7. For cost principles, see [Cost Principles](#_Cost_Principles_1) section.
2. Advance Pay
	1. Through an Advance Pay Pilot Program, SGC is authorized to provide Grantees advance payments of TCC grant awards through July 1, 2025.1 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 section 11019.1(c)(2)(A) (as further described below). Any material 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 sole discretion.
	2. Grantees requesting advance payments under this subsection shall, in their written request, provide complete documentation of their eligibility for advance payments under Government Code section 11019.1(c)(2)(A), as follows:
		1. Confirm that SGC has approved Grantee’s itemized budget, spending timeline, and work plan;
		2. Identify the activities to be funded with any advance payment and provide support for the need for the advance payment, which may include but is not limited to, invoices, contracts, estimates, payroll records, and financial records;
		3. Have no outstanding financial audit findings related to any of the moneys eligible for advance payment and be in good standing with the Franchise Tax Board and Internal Revenue Service;
		4. Confirm compliance with all insurance terms of the grant agreement;
		5. Confirm that all funds received as an advance payment will be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals.  Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and Grantee shall report interest earned on the advance payment to SGC;
		6. Describe procedures Grantee will use to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds by the Grantee.  Further, Grantee shall demonstrate that any previously advanced funds have been spent down or a plan is in place to ensure spend down of those funds in a timely manner;
		7. Confirm that Grantee shall provide progress reports on the spend down of advanced funds no less than on a quarterly basis; and
		8. Confirm that Grantee shall provide progress reports following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information.
	3. Grantee shall provide money from advance payments to subrecipients in accordance with their grant program requirements. Grantee shall require all entities they subcontract with or award grant money to comply with (6), (7), and (8) of the eligibility requirements listed above. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the SGC for compliance with this paragraph and for any failures by subrecipients to perform contractual obligations or to comply with the requirements of this section.
	4. All unused funding and interest earned provided as an advance payment, but not spent down within the grant timeline, shall be returned to the state.
	5. See [Exhibit F](#_Exhibit_F,_Special), Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity.

### Document Submission

1. When this Grant Agreement requires Grantee to provide invoices, reports, or other documents to the TCC Grant Manager, Grantee must use the SGC-provided online submission platform and email unless requested otherwise by the SGC.
2. All email communication must contain the Grant Agreement number and Grantee’s name in the subject line.
3. Grantee shall submit invoices quarterly, in arrears, to the TCC Grant Manager. Grantee must submit invoices to the SGC online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the TCC Grant Manager. Include the Grant Agreement number and Grantee’s name in the subject line. A request for payment shall consist of:
4. The Invoice (Attachment 4) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the SGC (Attachment 1), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
5. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Exhibit B](#_TCC_Planning_Grant_1)).
6. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall 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.
7. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the SGC but should be retained by Grantee in the event of an audit (see [Audit](#_Audit) section).

### Budget Contingency Clause

1. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SGC shall have the option to either cancel this Grant Agreement with no liability occurring to the SGC or offer an amendment to reflect the reduced amount.

### Cost Principles

1. All costs to be reimbursed must be consistent with the Guidelines.
2. All costs to be reimbursed must be reasonable.
3. Indirect costs exceeding twelve percent (12%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
4. The SGC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Exhibit B](#_Exhibit_B,_Work)).

### Travel Reimbursement

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

1. The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of “incidentals” as specified in the Guidelines.
2. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
3. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Exhibit B](#_TCC_Planning_Grant_1)) and are tied to tasks and deliverables in the Work Plan ([Exhibit B](#_TCC_Planning_Grant)).
4. Grantee and 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.

### Modifications

Modifications are minor changes to the Work Plan and Budget as defined below. They require a formal, written request be submitted to and approved by the TCC Grant Manager.

1. Grantee must keep the Work Plan and Budget Detail Worksheet ([Exhibit B](#_Exhibit_B,_Work)) up to date.
2. Changes of up to twenty percent (20%) between tasks shall be made by providing a written request to the TCC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the TCC Grant Manager.
3. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing a written request to the TCC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the TCC Grant Manager.
4. Material changes to the Work Plan and Budget or Grant Term shall follow the amendment process, described below.

### Amendments

Amendment are substantive changes to the Work Plan or Budget. They require the completion and approval of a formal written request in advance of the desired change, as detailed in this section.

1. No change to this Grant Agreement shall be valid unless made in accordance with this section. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.
2. Any change to this Grant Agreement requires an amendment, with the exception of the modifications detailed above. Changes to the Work Plan and Budget Detail Worksheet require an amendment if they involve one or more of the following alterations:
	1. Budget changes of more than twenty percent (20%) between tasks
	2. Elimination or alteration of tasks or deliverables
	3. Elimination or change in Partners
	4. Grant term
	5. Other substantive change requests not listed
3. Except as otherwise specified, Grantee must request and obtain prior written approval by TCC Grant Manager before any change (modification or amendment) to this Grant Agreement is valid.
4. Request for amendments must:
5. Be submitted in writing on official letterhead and signed by the Authorized Signatory or designee on file with the SGC.
6. Be submitted to the TCC Grant Manager at least two (2) months prior to when the amendment is needed.
7. Use the Amendment and Modification Request Form which includes the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
8. Include a copy of the document(s) requested for amendment that shows the requested changes.
9. The TCC Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
10. The TCC Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

# Exhibit B, Work Plan and Budget

## TCC Planning Grant Work Plan

**Project Name:**

[INSERT BRIEF PROJECT DESCRIPTION THAT LISTS PROJECT PARTNERS]

|  |  |  |
| --- | --- | --- |
| **High Level Activities** | **Performance Measures** **[Any appropriate deliverables, metrics, milestones]** | **Timeline****[Start and End Date]** |
| **TASK 1: *Description*** |
| **Subtask A:**  |  |   |
| **Subtask B:** |  |  |
| **Subtask C:** |  |  |
| **Subtask D:** |  |  |
| **TASK 2: Description** |
| **Subtask A:**  |  |   |
| **Subtask B:** |  |  |
| **Subtask C:** |  |  |
| **Subtask D:** |  |  |
| **TASK 3: Description** |
| **Subtask A:**  |  |   |
| **Subtask B:** |  |  |
| **Subtask C:** |  |  |
| **Subtask D:** |  |  |
| **TASK 4: Description** |
| **Subtask A:**  |  |   |
| **Subtask B:** |  |  |
| **Subtask C:** |  |  |
| **Subtask D:** |  |  |
| The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Modifications and Amendments sections.  |

## TCC Planning Grant Budget Detail Worksheet

**Project Name:**

|  |  |
| --- | --- |
| **High Level Activities** | **Budget Total** |
| **TASK 1:** |  |
| **TASK 2:** |  |
| **TASK 3:** |  |
| **TASK 4:** |  |
| The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Modifications and Amendments sections. |

# Exhibit C, Attachments

## Attachment 1: 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:**  **Title:**

 *(Type or Print Name)*

**Signature:**  **Date:**

**Delegated Authorized Signatories:**

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

**Signature:**  **Date:**

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

All Grant Related Documents ***or***

Grant Agreement Grant Amendments Budget Amendments Reports Invoices Other \_\_\_\_\_\_

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

**Signature:** **Date:**

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

All Grant Related Documents ***or***

Grant Agreement Grant Amendments Budget Amendments Reports Invoices Other \_\_\_\_\_\_

## Attachment 2: Project Representatives Form

Department

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Title | Phone Number | Email |
|  | TCC Grant Manager |  |  |

SGC

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Title | Phone Number | Email |
|  |  |  |  |

Grantee

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Title | Phone Number | Email |
|  |  |  |  |
|  |  |  |  |

## Attachment 3: Final Report

|  |  |
| --- | --- |
| **Transformative Climate Communities Program****Final Report** | **Round 4** |
| Grantee: | Grant Number: |
| Project Name: |

Project Summary

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

Barriers and Accomplishments

1. 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.
2. 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.
3. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

1. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
	1. How they will further your organization’s sustainability goals and strategies.
	2. How they will advance the State’s planning priorities and TCC Program objectives.
	3. 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

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

Attachments

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

**Signature:**  **Date:**

## Attachment 4: Invoice and Progress Report Template

|  |
| --- |
| [TO BE PRINTED ON GRANTEE LETTERHEAD] |
|  |  |  |
| TRANSFORMATIVE CLIMATE COMMUNITIES |
| **PLANNING 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 | $-  |
| *Less 5% Retention* | $-  |
| *Current Invoice Total* | $-  |
| *Advance Pay Deduction* | $- |
| *Total Reimbursement Requested* | $-  |
|  |  |  |  |
| *Total Budget*  | $- |
| *Total Invoiced to Date* | $- |
| *Amount Remaining* | $- |
|  |  |  |  |
| ***Advance Pay Summary***  |  |  |
| *Advance Received* |  |  |  |
| *Advance Balance* |  |  |  |
| *Current Invoice Total* |  |  |  |
| *Amount Paid Via Invoice* |  |  |  |
| *Remaining Advance Balance* |  |  |  |
| *Interest Earned* |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| **Invoice Detail:** |  |  |
| **Task** | **Cost Description** | **Amount** | **Supporting Documentation/Page #** |
| 1 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
| 2 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
| 3 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
| 4 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
| Travel |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
| Equipment |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
| Indirect |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Subtotal | $-  |  |
|  | **SUBTOTAL FOR THIS QUARTER** | **$-**  |  |

**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 [#]** | *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.*  |
|  |  |
|  |  |
|  |  |
|  |  |

**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: |

# Exhibit D, Award Letter

[Insert award letter here.]

# Exhibit E, TCC Communications Kit

[Insert TCC Communications Kit here.]

# Exhibit F, Special Terms and Conditions for California Native American Tribes and Tribal Organizations with Sovereign Immunity

[Instruction: This exhibit should be included in all grant agreements where the grantee is a Tribe/Tribal organization with sovereign immunity, and the grant agreement allows for advance payments. If the Tribe/Tribal organization does not intend to receive advance payments, and an advance payment term is omitted from the agreement, the limited waiver of sovereign immunity may be omitted as well.]

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.

1. **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.

1. **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.