

**SAMPLE IMPLEMENTATION GRANT AGREEMENT  
FOR ILLUSTRATIVE PURPOSES ONLY**

**Round 4 FY 2021-2022 TCC Program Guidelines – Attachment H**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGCXXXXX, GRANTEE NAME

TABLE OF CONTENTS

EXHIBIT A – SCOPE OF WORK .....	1
PART 1 – Recitals.....	1
PART 2 – General Terms and Conditions .....	2
1. Definitions .....	2
2. Incorporation .....	4
3. Grant Term.....	4
4. Authorized Signatories .....	4
5. Partners and Subcontractors .....	5
6. Assignment .....	6
7. Document Submission.....	6
8. Timeliness .....	6
9. Amendments and Modifications.....	6
10. Conditions for Beginning Work .....	7
11. Technical Assistance.....	9
12. Reporting Requirements.....	9
13. Payment Provisions.....	11
14. Bimonthly Invoicing .....	18
15. Leverage Funding .....	20
16. Stand-alone Leverage Projects .....	20
17. Work Outside the Project Area .....	21
18. Repayment of Funds .....	21
19. Availability of Funds.....	21
20. Revenue.....	21
21. Monitoring and Oversight .....	21
22. Recordkeeping .....	22
23. Records; Applicability of the California Public Records Act (Gov. Code § 6250 <i>et seq.</i> ) ..	22
24. Audit and Record Retention.....	22
25. Compliance .....	23
26. Insurance .....	23
27. Computer Software .....	24
28. Personally Identifiable Information.....	24

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**Round 4 FY 2021-2022 TCC Program Guidelines – Attachment H**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGCXXXXX, GRANTEE NAME

29. Ownership .....	24
30. Non-Performance .....	26
31. Disputes .....	27
32. Stop Work Order .....	28
33. Health Impacts .....	28
34. Termination for Convenience.....	28
35. Governing Law and Venue .....	29
36. Grantee Independence/Not an Agent of the State .....	29
37. Indemnification .....	29
38. Waiver .....	29
39. No Third-Party Beneficiaries.....	30
40. Force Majeure .....	30
41. Expatriate Corporations.....	30
42. Corporation Qualified to do Business in California.....	30
43. Self-Dealing and Arm’s Length Transactions.....	30
44. Relocation .....	30
45. Americans with Disabilities Act.....	30
46. Non-discrimination Clause.....	30
47. Drug-Free Workplace Certification.....	31
48. Child Support Compliance Act.....	31
49. Environmental Justice .....	32
50. Union Organizing.....	32
51. Prevailing Wages and Labor Compliance.....	32
52. Publicity.....	33
53. Right to Publish .....	35
54. Copyrights .....	36
55. Recycled Contents Products .....	37
56. Severability.....	37
57. Terms that Survive Grant Agreement .....	37
EXHIBIT B – BUDGET AND SCHEDULE OF DELIVERABLES.....	38
Total Awarded Grant Funds.....	38
Total Leverage Funds.....	38

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**Round 4 FY 2021-2022 TCC Program Guidelines – Attachment H**

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 3*  
Grant Number: SGCXXXXX, GRANTEE NAME

Summary Budget.....	38
Budget and Schedule of Deliverables for Grantee .....	39
Budget and Schedule of Deliverables for Funded Projects .....	40
Budget and Schedule of Deliverables for Transformative Plans .....	41
Budget and Schedule of Deliverables for Stand-alone Leverage Projects .....	43
EXHIBIT C – SPECIAL TERMS AND CONDITIONS.....	44
PART 1 – Transformative Requirements.....	44
A. Community Engagement .....	44
B. Displacement Avoidance .....	44
C. Workforce Development and Economic Opportunities.....	44
D. Climate Adaptation and Resiliency .....	44
E. Indicator Tracking and Reporting Requirements.....	45
Part 2 – Project-Specific Terms and Conditions .....	47
A. Active Transportation.....	47
B. Transit and Rail Access.....	47
C. Car Sharing and Mobility Enhancement.....	48
D. Solar Installation and Energy Efficiency.....	50
E. Water Efficiency .....	56
F. Urban Greening and Green Infrastructure .....	57
G. Health and Well-Being.....	58
EXHIBIT D – Attachments.....	62
Attachment D-1: TCC Project Area Map.....	63
Attachment D-2: Transformative Plan Summary .....	64
Attachment D-3: Invoicing and Reporting Templates .....	65
Attachment D-4: Reporting Schedule .....	74
Attachment D-5: Indicator Tracking Tables .....	76
Attachment D-6: Authorized Signatory Template.....	87
Attachment D-7: TCC Communications Kit .....	88
Attachment D-8: TCC Partnership Agreement .....	89

## **EXHIBIT A – SCOPE OF WORK**

### **PART 1 – Recitals**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PART 2 – General Terms and Conditions**

### **1. Definitions**

- i. “AHSC” – The Affordable Housing and Sustainable Communities Program of the California Strategic Growth Council, incorporated into the TCC Equitable Housing and Neighborhood Development Strategy
- ii. “Application or Proposal” – Submittal comprised of responses and supporting documents to apply for the TCC Implementation Grant
- iii. “CARB Funding Guidelines” – The 2018 Funding Guidelines for Agencies that Administer California Climate Investments adopted by the California Air Resources Board (CARB) to guide implementation of California Climate Investment programs
- iv. “Grant Agreement” – Refers to this Implementation Grant Agreement and all attachments
- v. “TCC Guidelines” – TCC Program Guidelines adopted on October 31, 2019
- vi. “AHSC Guidelines” – The 2018/2019 AHSC Final Guidelines adopted October 31, 2019 and amended December 9, 2019
- vii. “Project Area” – Area boundary for the TCC Project, as identified in Attachment D-1
- viii. “TCC Partnership Agreement” – Agreement between Grantee and their Partners that outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.
- ix. “TCC Program” – The Transformative Climate Communities Program
- x. “TCC Project” – Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement
- xi. “TCC Strategies” – Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits, as described in Appendix B of the TCC Guidelines. The TCC Project must implement Projects from at least three (3) Strategies.
- xii. “TCC Project Components” – Components included in the TCC Project, as described in Exhibit B and therefore subject to this Grant Agreement:
  - a. “Projects” – Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the TCC Strategies and Fundable Elements listed in Appendix D of the TCC Guidelines.
    - (i) Quantifiable Projects – Projects that have elements with approved GHG quantification methodologies. The TCC Project must implement at least three (3) Quantifiable Projects that account for a minimum of 50% of requested grant funds.
    - (ii) Non-quantifiable Projects – Projects that do not have elements with approved GHG quantification methodologies, but are still eligible for grant funds.
  - b. “Stand-alone Leverage Projects” – Projects that will be implemented with leverage funding that are integrated into the overall TCC Proposal, and were initiated in anticipation of applying for the TCC Program, or contingent upon the TCC award.

- c. “Transformative Plans” – The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.
- xiii. Time Periods within the Grant Term:
- a. “Project Completion Period”
    - (i) Begins the date that the Parties have signed the Grant Agreement and lasts up to four (4) years, unless otherwise amended.
    - (ii) All TCC Project Components, with the exception of Indicator Tracking and Stand-Alone Leverage Projects, must be completed during the Project Completion Period.
  - b. “Performance Period”
    - (i) The intent of the Performance Period is to provide a buffer time for Projects that are completed at the four (4) years mark to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking
    - (ii) May apply to Quantifiable and Non-Quantifiable Projects and Transformative Plans
    - (iii) Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, if applicable
    - (iv) The duration of the Performance Period will vary for each applicable Quantifiable or Non-Quantifiable Project and Transformative Plan. It will be used to complete any additional required Indicator Tracking requirements.
    - (v) Will extend no longer than March 31<sup>st</sup>, 2026.
- xiv. Entities involved in the grant implementation process:
- a. “CARB” – California Air Resources Board
  - b. “DOC” – Department of Conservation; provides implementation and administrative support to SGC
  - c. “Evaluation Technical Assistance” – The TCC grant-funded team responsible for developing Grantee’s Indicator Tracking Plans and assessing the impact and benefits of the TCC Program
  - d. “Grantee” – Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application
  - e. “Lead Entity” – Entity leading the implementation of each TCC Project Component; must be Grantee or a Partner
  - f. “Leverage Partner” – A Partner that is not receiving funds from SGC but is implementing a Stand-alone Leverage Project and is required to meet leverage funding requirements of the TCC program.
  - g. Supporting Entity – Entity included in the application that supports the Lead Entity in completion of the project or transformative plan as a subcontractor.
  - h. “OPR” – Office of Planning and Research

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

## **2. Incorporation**

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

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

## **3. Grant Term**

The grant term will commence on the date that all Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. The Project Completion Period ends four (4) years after execution of the grant agreement. The Performance Period starts immediately after to allow the Grantee to collect and report data on projects that are completed toward the end of the Project Completion Period and to develop the final report. The entire grant term, including the Project Completion Period and Performance Period, ends **January 31<sup>st</sup> 2026**, unless otherwise terminated or amended.

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

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

## **4. Authorized Signatories**

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

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

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized

Signatory or Authorized Designee are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

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

## **5. Partners and Subcontractors**

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

- i. Grantee's contractual relationship with its Partners is defined by the TCC Partnership Agreement (Attachment D-7) and other documents as determined by Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay Grantee.
- ii. Grantee must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.
- iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC Partnership Agreement and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. If Grantee requests to modify or amend the TCC Partnership Agreement:
  - a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.
  - b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement (Exhibit A, Part 2, Section 9), if applicable.
- iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.
- v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

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



## **6. Assignment**

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

## **7. Document Submission**

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

## **8. Timeliness**

Time is of the essence in this Grant Agreement.

## **9. Amendments and Modifications**

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

- i. Modifications are minor changes to the Grant Agreement. Modification requests must be submitted in writing to SGC at least thirty (30) calendar days prior to when the modification will take effect. Modifications to Exhibit B: Budget and Schedule of Deliverables may be made no more often than bimonthly. Examples of actions that require a modification include but are not limited to changes in the:
  - a. Grantee's Authorized Signatories and Subcontractors
  - b. Budget and Schedule of Deliverables
    - (i) Task descriptions (i.e. details regarding methods used to achieve deliverables)
    - (ii) Reallocating less than 10 percent of funds between tasks within the original executed budget
    - (iii) Adjusting deliverable due dates within the grant term
- ii. Amendments are material changes to the Grant Agreement. Amendment requests must be submitted in writing to SGC at least sixty (60) calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than three (3) months prior to the end of the Project Completion Period. Examples of actions that require an amendment include but are not limited to changes in the:
  - a. Partners or terms in the TCC Partnership Agreement
  - b. Budget and Schedule of Deliverables
    - (i) Elimination or alteration in deliverables
    - (ii) Reallocating more than 10 percent of funds between tasks within the original executed budget
    - (iii) Changes to a Project Completion Deadline. Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond January 31<sup>st</sup>, 2026.

- iii. Process for Modification and Amendment Requests:
  - a. Modification and amendment requests will be made in writing using the templates provided by SGC. No oral understanding or agreement not incorporated in the Grant Agreement as a fully executed amendment is binding on any of the Parties. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCC Program staff may bring proposed Grant Agreement amendments to the Strategic Growth Council for approval.
  - b. SGC will respond to the modification or amendment request within ten (10) working days. SGC's response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC will consider requests for expedited review.
  - c. Effective Date of Modification or Amendment:
    - (i) If SGC approves the modification request in writing, the modification may take effect immediately.
    - (ii) If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.
    - (iii) If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 31).
  - d. SGC has the sole discretion to determine what changes to the Grant Agreement constitute "Modifications" or "Amendments." All requests, including reallocation of grant funds between Projects and/or Transformative Plan, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

## **10. Conditions for Beginning Work**

- i. Readiness Requirements
  - a. Grantee may begin work on all Transformative Plans (Community Engagement, Workforce Development, and Displacement Avoidance) upon grant execution. Grantee Costs may also be spent upon grant execution.
  - b. Conditions for Beginning Work apply to all Quantifiable and Non-Quantifiable Projects. Grantee must ensure the Lead Entity of each Project demonstrates readiness prior to expending any direct project costs.
  - c. Pre-development and associated Indirect costs can be spent prior to achieving readiness.
  - d. Lead Entities must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix D of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.

- e. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Lead Entity may only expend direct project costs for each Project under this Grant Agreement once Grantee receives written notice from SGC.
  - f. SGC will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.
- ii. Failure to meet Readiness Requirements
- a. Projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.
  - b. Funds from any projects deemed infeasible and ineligible for reimbursement cannot be allocated to new projects. Reallocation of funds, if any, to other projects included in the original Application will be subject to the Modification and Amendment procedures outlined above.
- iii. Special Readiness Requirements
- a. For Projects with multiple project sites that will be secured during the Project Completion Period, including Projects with residential participation such as tree planting or solar installations, the following readiness requirements will apply:
    - (i) Lead Entity does not need to demonstrate site control and compliance on all project sites prior to expending any direct project costs. Lead Entity must still achieve all other readiness requirements in accordance with Appendix B of the TCC Guidelines prior to expending any direct project costs.
    - (ii) Lead Entity must have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.
    - (iii) Lead Entity must demonstrate site control and compliance with all applicable laws in order for SGC to reimburse Grantee for the work on a project site.
  - b. For Car Sharing and Mobility Enhancement projects, Grantee must ensure the Lead Entity identifies all project sites and develops a plan to establish site control and satisfy all readiness requirements. These projects are subject to the readiness and compliance requirements for 'projects with multiple project sites'. Lead Entity must submit a site plan that includes contingency plans for each site that has not yet obtained site control.
- iv. CEQA Clarification
- Below is additional clarification regarding acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC implementation grant.
- If applicable, the Strategic Growth Council (SGC) may update the Readiness Memo or Exhibit B of the grant agreement to reflect the clarifications in this memo.
- a. Required Documentation for projects that are categorically or statutorily exempt

- (i) A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; OR
- (ii) Documentation that the project is CEQA compliant, including but not limited to:
  - 1. A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
  - 2. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).
- b. Required documentation for all other projects
  - (i) A file-stamped Notice of Determination
- c. Statutes of Limitation

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

- (i) Filing a Notice of Determination: 30 days
- (ii) Filing a Notice of Exemption: 35 days
- (iii) No filing: 180 days

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

## 11. Technical Assistance

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

## 12. Reporting Requirements

- i. General Reporting Requirements:
  - a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided.
  - b. The first reporting period will begin on the start date of the Grant Agreement.
  - c. All reports must be submitted to the TCC Grant Manager on the due date specified in the Reporting Schedule (Attachment D-4). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.
  - d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.

- e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
  - f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.
- ii. Bimonthly Progress Reports:
- a. Grantee must complete Bimonthly Progress Reports using the template attached to the Grant Agreement (Attachment D-3).
  - b. Grantee must complete Bimonthly Progress Reports for the duration of the Project Completion Period.
  - c. Bimonthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement as well as the tasks outlined in the annual Detailed Budget for each Project and Transformative Plan.
  - d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.
- iii. Annual Reports:
- The following materials must be submitted on an annual basis for the duration of the Project Completion Period:
- a. Annual Progress Report: Grantee must complete Annual Progress Reports using the template that will be provided by SGC.
  - b. Leverage Funding Report: Grantee must submit the annual Leverage Funding Report form.
  - c. Detailed Budget: Grantee must provide the annual Detailed Budget aligned with the Budget and Schedule of Deliverables in the Grant Agreement, and submit as a deliverable on an annual basis.
  - d. Equipment Inventory Record: Grantee must maintain an inventory of all equipment acquired with grant funds. See Exhibit A, Part 2, Section 29, Ownership, for further instruction regarding the equipment inventory.
  - e. Indicator Tracking Report: Grantee must report annually on the tracked indicators described in Exhibit C, Part 1, Section E.
- iv. Project Completion Reports:
- a. Completion Report: Grantee must submit a report at the completion of each individual Project using the template provided by SGC.
  - b. Supporting Documentation: Grantee must submit any supporting documentation required to demonstrate that Projects are fully completed.
  - c. Equipment Inventory Record: Grantee must submit an inventory of all equipment acquired with grant funds at the end of the Project Completion Period using the template provided by SGC.
- v. Final Reports:

- a. Final Report: Grantee must submit a final report at the end of the Performance Period using the template that will be provided by SGC.
  - b. Leverage Funding Report: Grantee must submit a summary of the leverage funding spent at the end of the Performance Period using the template provided by SGC.
- vi. Annual until end of the performance period and Project Completion CARB and SGC Indicator Tracking Reports:
- a. Grantee must revise and update GHG reductions estimates for the following scenarios:
    - (i) Quantifiable Projects for which there was insufficient information to estimate GHG emission reductions at the time of application must estimate the GHG emission reductions using applicable CARB quantification methodologies upon meeting the readiness requirements.
    - (ii) Quantifiable Projects that change between the application and implementation stages in a way that would impact the estimated GHG emission reduction, must report an updated estimate.
    - (iii) Quantifiable project types with a two-step approach to GHG emission reduction quantification, generally consumer-based incentive programs, must estimate GHG emission reductions again after implementation.
  - b. Grantee must track the following information for each Project for the duration of the grant term:
    - (i) Inputs to support calculations of GHG reductions (Quantifiable Projects only)
    - (ii) Co-benefit indicators
    - (iii) Project outcome information
    - (iv) Employment benefits and outcomes
  - c. Grantee must track and report on all indicators incorporated into the Indicator Tracking Plan finalized with SGC and the Evaluation Technical Assistance (see Exhibit C, Part 1, Section E) until end of the Performance Period.

### **13. Payment Provisions**

- i. Grantee will be paid on a reimbursement basis:
  - a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC Partnership Agreement. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in Exhibit A, Part 2, Section 24.
  - b. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC.

- c. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Exhibit B for details. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
- d. During the Project Performance Period, Grantee may only request reimbursement for Indicator Tracking costs as well as Grantee Direct and Indirect costs for completing the Final Report.
- e. Grantee shall ensure real property purchased with grant funds shall be acquired from a willing seller for a purchase price that does not exceed the real property's fair market value, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice. Grantee shall ensure an independent third party approved in writing by SGC reviews the appraisal for consistency with the Department of General Services Real Estate Division Appraisal Guidelines before the real property is purchased. The appraisal and independent review shall become part of the project file maintained by Grantee.

ii. Eligible costs

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

- a. Indirect costs are costs of doing business that are of a general nature and not directly tied to the grant, but necessary for the general operation of the organization. These costs may account for no more than ten percent (10%) of the awarded TCC funds. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice. Indirect costs may include, but are not limited to:
  - (i) Personnel costs associated with administrative, supervisory, legal, and executive staff.
  - (ii) Personnel costs associated with support units, including clerical support, housekeeping, etc.
  - (iii) Operating expenses and equipment costs not included as part of direct Project costs.
- b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement including, but not limited to: personnel costs, operating expenses, subcontracts, travel expenses, etc. Certain equipment, vehicle, and land lease or purchase for infrastructure development costs (as defined in the TCC Guidelines), may also be eligible as direct costs. In addition, Insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:
  - (i) Pre-development costs may account for up to ten percent (10%) of related capital improvement costs for each Project and should not exceed five percent (5%) of total awarded TCC Funds. These activities and costs should occur within the first year of the grant term to meet readiness. Construction

management tied to project implementation is a direct project cost and will not be subject to the cap on "pre-development" costs.

- (ii) Pre-development costs include, but are not limited to, soft costs such as those incidentally but directly related to construction or project plans, specifications and estimates including but not limited to, planning, engineering, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements.
- c. Travel costs directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.
- (i) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at:  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.  
Incidental costs and travel costs outside the State of California will not be reimbursed.
  - (ii) Grantee shall maintain and submit for reimbursement for staff working on the project detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.
  - (iii) The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide.
  - (iv) Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.
  - (v) Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.
- d. Project-specific allowable costs are costs that are only allowed under certain Strategies. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions. These costs may still be subject to additional restrictions per Appendix B of the TCC Guidelines and will not be reimbursed if incurred for other Projects.
- (i) Active Transportation projects may purchase walking and bicycling equipment for training and educational purposes only, and items may not be given away or used as incentives or prizes. Unit costs for one item cannot exceed \$50, unless noted below or pre-approved by SGC. Cost limits are excluding tax, and donated equipment is not subject to cost limitations. Equipment may include:
    - (a) Bicycles (limited to \$250 per bicycle)
    - (b) Bicycle helmets (limited to \$20 per helmet)



- (c) Bicycle repair stands (limited to \$200 per stand)
  - (d) Bicycle locks and cables
  - (e) Bicycle tires/tubes
  - (f) Bicycle patch kits
  - (g) Bicycle tire pumps
  - (h) Bicycle lubricants
  - (i) Bicycle repair tools
  - (j) Bicycle lights
  - (k) Water bottles and/or bottle cages
  - (l) Chalk and chalk marking sticks
  - (m) Safety vests
  - (n) Safety cones
  - (o) Barriers/fences for safe cycle or pedestrian traffic flow
- (ii) Solar Installation projects on single-family residences may be invoiced on an agreed dollar per watt basis, reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.
  - (iii) Solar Installation projects on multi-family residences must be invoiced based on itemized invoices of actual costs incurred as defined in Section 14. Bimonthly Invoicing.
  - (iv) Energy Efficiency and Water Efficiency projects may be invoiced on an agreed dollar per household measure basis, reviewed and approved by the TCC Grant Manager prior to invoicing, or based on itemized invoices of actual costs incurred.
- e. Community Engagement costs must be directly related to the implementation of the Projects included in the TCC Project, per Section II.E of the TCC Guidelines. Community Engagement costs may account for no more than eight percent (8%) of the total grant award. Community Engagement costs may include, but are not limited to:
    - (i) Preparation of outreach materials including printings and mailings
    - (ii) Staff time dedicated for community outreach and education
    - (iii) Translation for meetings or written materials
    - (iv) Educational events and training programs that develop public awareness of the TCC Projects
  - f. Displacement Avoidance costs must be used to support displacement avoidance activities for low-income households and local and small businesses, per Section II.E of the TCC Guidelines. Grantee may allocate up to three percent (3%) of the total grant award allocated to the Community Engagement budget to support

displacement avoidance activities performed by technical assistance providers and nonprofits. Displacement Avoidance costs may include, but are not limited to:

- (i) Direct costs for implementing additional or new policies and programs
  - (ii) Salaries, wages, and stipends of nonprofit or consultant staff dedicated to the displacement avoidance plan
  - (iii) Preparation of outreach and education materials
  - (iv) Translation for meetings or written materials
  - (v) Rental costs for facilities required to perform training (Grantee is encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible.)
  - (vi) Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges
- g. Workforce Development costs must be for eligible job training programs per Section II.E of the TCC Guidelines. Workforce Development costs may account for no more than five percent (5%) of the total grant award. Workforce Development costs may include, but are not limited to:
- (i) Instructor salaries, wages, and stipends. Administrative costs for training providers will only be reimbursed based on the actual work completed, which may be measured in hours worked by the training provider or hours of training provided.
  - (ii) Trainee compensation will be reimbursed according to the following: for wage-based training programs that provide benefits, the TCC grant will reimburse up to 50% of the trainee wages and six (6) months of benefits costs; for stipends-based training programs, the TCC grant will reimburse no more than 1040 hours of training and up to 50% of the trainee stipends and benefits costs for the 1040 hours of training. Stipends for trainees will be reimbursed based on hours of training attended; SGC will reimburse the full value of stipends for students who complete 85% or more of the committed training hours (the number of hours required to complete a workforce training program, as agreed to in the TCC agreement). Grantees must demonstrate how the training program ensures that completion rates are as high as possible through means such as: conducting training during times that accommodate the target trainee population, providing make-up training opportunities, and addressing barriers to participation specific to TCC Project Area residents. If a trainee is placed in a job prior to completing 85% of training hours, stipends will only be reimbursed in full for that trainee if two conditions are fulfilled:
    - (a) Grantees must submit justification demonstrating how the training completed is directly related to the skills needed for the acquired job and other jobs in the regional labor market; and
    - (b) Grantees must submit justification demonstrating that the job placement is in a high-quality career pathway. As outlined in the TCC Guidelines, high-quality job factors include, but are not limited to: local living wages, benefits provided, opportunities for advancement, geographic accessibility and

commute distance, job strain, working conditions, and job retention or duration of employment.

- (iii) Cost of tools, materials, or equipment necessary to perform training. Training materials provided to trainees will only be reimbursed for trainees who complete 85% or more of the committed training hours.
  - (iv) Rental costs for facilities required to perform training
  - (v) Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges
  - (vi) Credential expenses will be reimbursed for trainees who fully complete the credential requirements. Credential expenses may include, but are not limited to the education, testing, and registration costs of attaining credentials such as certificates, degrees, licenses, and certifications.
- h. Indicator Tracking costs are for tracking and reporting required indicators (see Exhibit C, Part 1, Section E). Indicator tracking costs must account for a minimum of five percent (5%) of total requested funding. Of the five percent (5%), the Grantee may use up to two percent (2%) to provide indicator tracking support to contracted evaluators, and the rest of the amount must be allocated to contracted evaluators that are pre-approved by the SGC through a competitive process to conduct required indicator data collection and tracking activities. Grantee may choose to use other resources to cover data collection and tracking costs.
- iii. Ineligible costs
- a. Indirect costs in excess of ten percent (10%) of the awarded TCC funds.
  - b. Climate resiliency and adaptation must be integrated into the Projects, Transformative Elements, and Vision. Climate adaptation and resiliency planning activities must be paid for with leverage funding only. Implementation measures and design features integrated into the TCC Project are fundable as direct project costs.
  - c. Community Engagement
    - (i) Childcare related costs
    - (ii) Food and refreshments
    - (iii) Participant incentives, such as door prizes
    - (iv) Stipends provided without documentation of work completed
    - (v) General Meetings that do not specifically discuss or advance implementation of the TCC Project
  - d. Displacement Avoidance
    - (i) Costs for implementing existing policies, plans, ordinances, or programs (e.g., local government staff salaries, supplies, meetings, etc.)
    - (ii) Childcare related costs
    - (iii) Food and refreshments
    - (iv) Participant incentives, such as door prizes

- e. Workforce Development and Economic Opportunities
  - (i) Programs that do not include clear career pathways for residents of the Project Area or committed partnerships for high-quality job placement
  - (ii) Programs that provide workforce readiness skills (i.e. “soft skills” training) but are not directly linked to employment credentials or pathways
  - (iii) Work-appropriate clothing or attire (other than essential equipment and safety wear)
  - (iv) Childcare related costs
  - (v) Food and refreshments
  - (vi) Participant incentives, such as door prizes
  - (vii) Stipends provided without documentation of work or training completed
- f. Additional ineligible costs
  - (i) Exceeding cost caps for Indirect or Pre-development costs
  - (ii) Lobbying
  - (iii) Advocacy work, such as for the passage of bills or local propositions
  - (iv) Commission fees
  - (v) Ongoing operational costs beyond the grant term
  - (vi) Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.
  - (vii) Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies;
  - (viii) Ceremonial expenses (including food and beverages)
  - (ix) Expenses for publicity not related to the TCC Project implementation
  - (x) Bonus payments of any kind
  - (xi) Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
  - (xii) Services, materials, or equipment obtained under any other State program
  - (xiii) Real estate brokerage fees and/or expenses
  - (xiv) Stewardship of legal defense funds
  - (xv) Reimbursement for any interest accumulated in order to finance the project

iv. All costs must be reasonable, as defined below:

- a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
    - (i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.
    - (ii) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.
    - (iii) Market prices for comparable goods or services for the geographic area.
    - (iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
    - (v) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
  - b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC's determination.
- v. Retention
- a. SGC will withhold payment of the final five percent (5%) of the total requested budget for each Project until SGC determines that the requirements of that Project have been fulfilled per the Grant Agreement. This retention policy will not apply to Grantee Costs, Indicator Tracking Plan, and Transformative Plan invoices.

#### **14. Bimonthly Invoicing**

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

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

- i. Invoice Package - An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "invoice package."
  - a. Invoice – Grantee must use the invoice templates provided in Attachment D-3.
    - (i) Expenses should be broken out at the task level.
    - (ii) Expenses under each task should be broken out by cost type.
    - (iii) Indicator Tracking costs, travel, and equipment should be clearly identified.
  - b. Supporting documentation – Grantee must submit supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase

was made. Original supporting documentation is not required and should be retained by Grantee.

- (i) Supporting documentation should be clearly labeled by task.
  - (ii) Supporting documentation does not need to be provided for Indirect costs. However, Grantee must maintain records of Indirect costs to be made available upon request from the State. Grantee shall ensure adequate books and accounts documenting Indirect costs are maintained in accordance with generally accepted accounting principles, consistently applied. Grantee shall invoice in accordance with the Indirect cost rate(s) approved for the TCC Project and each project and plan under the grant, based on supporting documentation agreed upon in writing by SGC and the Grantee.
  - (iii) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
- c. Evidence of deliverables completed – Grantee must submit evidence of work completed to justify the reimbursement request in the invoice. Documentation may be the final deliverables as listed in Exhibit B or interim deliverables that demonstrate the work completed.
  - d. Report(s) – Grantee must submit the appropriate reporting materials described in Exhibit A, Part 2, Section 12.
- ii. Grantee must submit the invoice package to the online submission platform. Following submission, Grantee must email the Invoice Summary (PDF) to the TCC Grant Manager identified by SGC. The Strategic Growth Council and Governor's Office of Planning and Research must be copied as well: [AccountsPayable@OPR.CA.GOV](mailto:AccountsPayable@OPR.CA.GOV).
  - iii. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to SGC, Grantee certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant Agreement, and that the invoice total reflects actual costs incurred.
    - a. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.
    - b. If SGC determines that an invoice package is complete and sufficient, SGC will notify Grantee and approve the invoice. SGC will issue one check to Grantee. Grantee is responsible for dispersing payment to Partners, as outlined in the TCC Partnership Agreement, and any Subcontractors.
  - iv. Invoice packages that do not meet the requirements of this Grant Agreement, are incomplete, or have inaccuracies, will be returned to Grantee for resubmittal within ten (10) working days with an explanation of why it was not approved.
    - a. SGC may authorize payment of a partial invoice package and require Grantee to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.

- b. Grantee must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice within ten (10) working days after receiving the notification from SGC while addressing the concerns identified by SGC.
- v. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.
- vi. The final invoice for each Project should include a request for reimbursement of the retention withheld throughout the Project Completion Period, as discussed in Exhibit A, Part 2, Section 13, of this Grant Agreement.

## **15. Leverage Funding**

- i. Grantee shall ensure it and its Leverage Partners report on the leverage funding expended in the Annual Leverage Funding Report form. Grantee must retain supporting documentation of leverage funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leverage funding in accordance with generally accepted accounting principles, consistently applied.
- ii. Leverage funding must support the implementation of the Strategies selected to achieve the TCC Program Objectives, as determined by SGC.
- iii. Leverage funding must be spent within the Project Area and for the purposes of the TCC Project.
- iv. Grantee must only report eligible leverage funding expenditures. Expenditure of leverage funding will only count if it occurs after the grant was awarded by SGC on June 25, 2020 and before the end of the grant term. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent bimonthly reporting due date to allow SGC and DOC to determine the eligibility of the new leverage sources.
  - a. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.
  - b. Changes in leverage funding sources that impact the fifty percent (50%) eligibility requirement in the TCC Guidelines and Application may require a remedy to be determined between Grantee and SGC.

## **16. Stand-alone Leverage Projects**

- i. Stand-alone Leverage Projects must be completed by the end of the Performance Period and within the Project Area.
- ii. Grantee shall ensure it and its Leverage Partners shall report on the progress of Leverage Projects on an annual basis.
- iii. Stand-alone Leverage Projects may not be removed from the TCC Proposal scope of work after the grant has been awarded by SGC. SGC may consider the failure of a stand-alone leverage project to adhere to the terms of the Partnership Agreement to constitute a Grantee's non-performance under the Grant Agreement.

## **17. Work Outside the Project Area**

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

## **18. Repayment of Funds**

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

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

## **19. Availability of Funds**

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

## **20. Revenue**

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

## **21. Monitoring and Oversight**

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

- i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee's Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.
- ii. The State retains the right to conduct site visits with the following minimum frequency:
  - a. Two (2) times during the first two (2) years of the grant term
  - b. One (1) time a year during the remaining years of the grant term
- iii. At the State's discretion, site visits may occur more frequently.
- iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed Projects, as determined by SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the



inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

## **22. Recordkeeping**

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

- i. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the TCC Project in accordance with generally accepted accounting principles, including leverage funding that may be required.
- ii. Grantee must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).
- iii. Partners and Subcontractors paid with moneys under the terms of this Grant Agreement must maintain all records as specified. Grantee maintains responsibility for ensuring that Partners and Subcontractors comply with the requirements above.

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

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

## **24. Audit and Record Retention**

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

- i. Grantee, Partners, and Subcontractors must maintain copies of project records four (4) years after the Performance Period, unless a longer period of records retention is stipulated.

- ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after the Performance Period. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.
- iii. The State may require recovery of payment from Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

## **25. Compliance**

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

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

- i. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;
- ii. Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or
- iii. Determined to be in violation of provisions of federal law relating to air or water pollution.

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

## **26. Insurance**

- i. A Grantee or Lead Entity that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- iii. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee, Partners, Subcontractors or employees engaged in carrying out any tasks specified in this Grant Agreement:
  - a. Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.
  - b. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
  - c. Motor vehicle liability with limits in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
  - d. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and

automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

- e. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.
- f. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below.

## **27. Computer Software**

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

## **28. Personally Identifiable Information**

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

## **29. Ownership**

- i. Deliverables:
  - a. Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.
- ii. Equipment:
  - a. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title. During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. On completion or early termination of the Grant Agreement, the State will either require that the equipment be returned or authorize the continued use of such equipment at the Project Area; in making that determination, the State will consider the useful life of the equipment, and Grantee may be required to refund the State for the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.
  - b. Grantee will assume all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. SGC may, at its

discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the State. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

- c. Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Grant Agreement. The inventory record should include, but is not limited to:
  - (i) Grant Number
  - (ii) Description of Equipment
  - (iii) Manufacturer Name
  - (iv) Model (if applicable)
  - (v) Model Year (for vehicles only)
  - (vi) Serial Number, License Number or Vehicle Identification Number
  - (vii) Date Purchased
  - (viii) Purchase Order Number
  - (ix) Original Cost

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

- d. Grantee must use all equipment acquired only to provide service in the Project Area as it relates to this Grant Agreement.
- e. The Equipment Inventory Record must be updated annually and upon request. See Exhibit A, Part 2, Section 12, Reporting Requirements, for more information.

iii. Vehicles:

- a. Grantee, Partner, or Subcontractor, as applicable, must be the sole owner of all vehicles acquired as part of TCC Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing.
- b. Vehicles acquired must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Grant Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State for their fair market value.

iv. Infrastructure:

- a. Grantee, Partner, or Subcontractor, as applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the TCC Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on TCC Project property, as applicable.
- b. For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the TCC Project, the Grantee, Lead Entity, or another public agency or subcontractor as approved in writing by the TCC Grant Manager, must be the sole owner of the title or leasehold. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Solar Installation and Energy Efficiency Strategy may be made on private real property. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by SGC.
- c. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the TCC Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless SGC, Grantee, Partner, or Subcontractor (as applicable) agrees otherwise in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The TCC Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

v. Debt Security:

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

**30. Non-Performance**

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

- i. SGC will notify Grantee in writing if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.

- ii. Grantee must respond to a determination of non-performance within thirty (30) calendar days by either a) acting on corrective actions, or b) disputing SGC's findings in writing.
- iii. SGC, without waiver of other rights or remedies, may require Grantee to re-perform any actions not in accordance with this Grant Agreement. SGC may withhold any payments due to Grantee until the individual project or TCC Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Grantee, Partner, or Subcontractor.
- iv. If Grantee fails to correct any non-performance to SGC's satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Grantee may be liable for immediate repayment to SGC of all amounts disbursed by SGC under this Grant Agreement for the individual Project, Transformative Plan of the entire TCC Project as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Grantee compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC for breach of this Grant Agreement.
- v. Upon termination by SGC, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.

### **31. Disputes**

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

- i. SGC will notify Grantee in writing if any materials are determined to be insufficient or incomplete within fifteen (15) working days of receiving the materials.
  - a. Grantee must respond in writing within fifteen (15) working days with either a) materials requested by the SGC, or b) a written statement disputing SGC's findings.
- ii. Grantee has fifteen (15) working days to submit a written dispute statement to the TCC Grant Manager. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.
  - a. Grantee and relevant parties must attempt to negotiate a resolution to the dispute.
  - b. SGC will present a dispute resolution within fifteen (15) working days of receiving Grantee's dispute statement.
- ii. Grantee has fifteen (15) working days to appeal a dispute resolution. Grantee must submit a written appeal statement to SGC. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.
  - a. Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.
  - b. SGC will respond to the appeal statement within fifteen (15) working days of receiving Grantee's appeal statement.

- iii. If Grantee wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, Grantee must submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.
- iv. During a dispute, Grantee must observe any Stop Work Orders put into effect until the dispute is resolved.

### **32. Stop Work Order**

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

- i. Immediately upon receiving a Stop Work Order written notice, Grantee must cease all work under the individual project or TCC Project. The Stop Work Order will be in effect until resolution is reached or until the project is terminated.
  - a. SGC may require remedial steps from Grantee.
  - b. The individual project or TCC Project may be terminated by means of an amendment.
- ii. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Grantee. Work may resume only upon written SGC notification that the Stop Work Order has ended.

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

### **33. Health Impacts**

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

### **34. Termination for Convenience**

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

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

any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

- c. SGC will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
  - d. If SGC elects to terminate the Grant Agreement under this section, but all aspects of Affordable Housing Development Capital Projects and Housing Related Infrastructure are otherwise found to be in compliance, SGC shall independently fulfill its obligations as to the Affordable Housing Development Capital Projects and Housing Related Infrastructure.
- ii. The rights and remedies of the SGC and Grantee provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

### **35. Governing Law and Venue**

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

### **36. Grantee Independence/Not an Agent of the State**

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

### **37. Indemnification**

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

### **38. Waiver**

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



### **39. No Third-Party Beneficiaries**

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

### **40. Force Majeure**

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

### **41. Expatriate Corporations**

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

### **42. Corporation Qualified to do Business in California**

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

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

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

### **44. Relocation**

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

### **45. Americans with Disabilities Act**

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

### **46. Non-discrimination Clause**

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

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

#### **47. Drug-Free Workplace Certification**

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

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

#### **48. Child Support Compliance Act**

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

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

#### **49. Environmental Justice**

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

#### **50. Union Organizing**

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

- i. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.
- ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

#### **51. Prevailing Wages and Labor Compliance**

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

- i. Grantee must ensure the following on “public work” activities under this Grant Agreement:
  - a. Prevailing wages are paid;
  - b. The project budget and invoices for labor reflects these prevailing wage requirements, or if exempt, provide the applicable exemption to SGC with the project budget; and
  - c. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.
- ii. Grantee must ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee must ensure that all agreements with its Partners and Subcontractors to perform work related to the TCC Project contain the above terms regarding payment of prevailing wages on public works projects.
- iii. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

- a. Grantee can identify the rates for prevailing wage on the DIR website at <http://www.dir.ca.gov>. Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.
- b. If Grantee is unsure whether the TCC Project or individual projects receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.
- c. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Grantee consult DIR and/or a qualified labor attorney before accepting this grant award.

## 52. Publicity

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

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

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

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

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

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

SGC, TCC, and CCI names and/or logos—that furthers the intent of the TCC Program and TCC Project throughout and continuing after the Grant Term.

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

Long version:

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

Short version:

*"[Project Name] is supported by California Strategic Growth Council's Transformative Climate Communities program with funds from California Climate Investments—Cap-and-Trade Dollars at Work."*

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

- iii. Media Inquiries: Grantee must provide to SGC the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the project. Grantees must also distribute a press release after grant decisions are made at SGC's Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the SGC Communications Office prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.
- iv. Signs: Grantee shall place, or cause to be placed, signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size containing the following message:

**[PROJECT NAME]**

**THIS PROJECT HAS BEEN MADE POSSIBLE  
BY FINANCING FROM**

**CALIFORNIA CLIMATE INVESTMENTS (FUNDED THROUGH THE GREENHOUSE GAS  
REDUCTION FUND)  
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
THROUGH THE CALIFORNIA STRATEGIC GROWTH COUNCIL**

The sign shall be maintained in a prominent location visible and legible to the public. If the job sign includes the acknowledgment and/or logo of one or more other public lenders,

the SGC acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the SGC and Program logos can be obtained by contacting the TCC Grant Manager or from the SGC website.

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

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

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

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

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

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

### **53. Right to Publish**

- i. Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Grantee shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement.
- ii. Grantee shall ensure that publications, presentations and other public releases resulting from work performed under this Agreement are provided to the State for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s). During the first twenty (20) calendar days of such review period, the State may provide notice to the Grantee that it intends to rebut some or all aspects of the presentation, publication or other media release. The State will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law.

Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

- iii. At the State's sole discretion, the State may require Grantee to use one of the following disclaimers in any publication, presentation or other public release:
  - a. "This project was funded by the California Strategic Growth Council with funds from California Climate Investments. The contents may not necessarily reflect the official views or policies of the State of California."
  - b. "This project was funded by the California Strategic Growth Council with funds from California Climate Investments. The contents do not represent the official views or policies of the State of California."

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

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

- a. Grantee is responsible for ensuring that any publishing or copyright agreements concerning submittal of peer-reviewed manuscripts based on work performed under this Agreement fully comply with Government Code section 13989 *et seq.*
- b. For a peer-reviewed manuscript accepted for publication, Grantee shall ensure that the peer-reviewed manuscript be available no later than 12 months after the official date of publication on a publicly accessible repository approved by the State, including but not limited to:
  - (i) CSU ScholarWorks at the Systemwide Digital Library (<http://www.calstate.edu/library/>), or
  - (ii) UC California Digital Library (<https://www.cdlib.org/>), or (c) PubMed Central (<https://www.ncbi.nlm.nih.gov/pmc/>).
- c. Grantee shall instruct the Principal Investigator to report to the State the final disposition of the peer-reviewed manuscript, including but not limited to:
  - (i) whether it was published,
  - (ii) where it was published,
  - (iii) when it was published,
  - (iv) when the 12 month period after publication expires; and
  - (v) where the manuscript will be available for open access.
- d. The State shall retain information regarding all issued research grants that resulted in published works.

#### 54. Copyrights

- i. All rights in copyrightable works first created by Grantee in the performance of the Budget and Schedule of Deliverables, Exhibit B, under this Agreement are the property of Grantee. Grantee shall grant the State a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit B, to fulfill the State's government purposes.

- ii. Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Grantee to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.
- iii. SGC may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables but which were not identified as deliverables. To the extent Grantee is legally able to do so, Grantee shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies, to fulfill the State's government purposes.

#### **55. Recycled Contents Products**

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

#### **56. Severability**

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

#### **57. Terms that Survive Grant Agreement**

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



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

**Total Awarded Grant Funds**

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

**Total Leverage Funds**

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

**Summary Budget**

<b>TCC Project Component</b>	<b>Lead Entity</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Grantee Costs			
#1			
#2			
#3			
#4			
#5			
Community Engagement Plan			
Workforce Development and Economic Opportunities Plan			
Displacement Avoidance Plan			
Indicator Tracking Plan			
Stand-alone Leverage #1			
Stand-alone Leverage #2			
Stand-alone Leverage #3			
<b>TCC Project Total</b>			

**Budget and Schedule of Deliverables for Grantee**

<b>Grantee Costs</b>				
<b>Description:</b>				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Lead Entity Indirect Costs				
<b>Grantee Costs Total</b>				

**Budget and Schedule of Deliverables for Funded Projects**

**[INSERT ONE FOR EACH PROJECT]**

<b>Project Name and #:</b>		<b>Strategy:</b>		
<b>Lead Entity:</b>				
<b>Project Description:</b>				
<b>Project Operation and Maintenance Plan:</b>				
<i>[Expected duration of the O&amp;M plan, future funding source, future responsible entity, any MOUs or agreements in place]</i>				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Predevelopment				
Equipment (entire project)	...	...	...	...
Lead Entity Indirect Costs	Contract; Grant Reporting	...	...	...
<b>Project Total</b>				

**Budget and Schedule of Deliverables for Transformative Plans**

<b>Community Engagement Plan</b>		<b>Lead Entity:</b>		
<b>Plan Description:</b>				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Equipment (entire project)				
Lead Entity Indirect Costs				
<b>Community Engagement Plan Total</b>				

<b>Workforce Development and Economic Opportunities Plan</b>		<b>Lead Entity:</b>		
<b>Plan Description:</b>				
<b>Task</b>	<b>Deliverable(s)</b>	<b>Timeline</b>	<b>Grant Funds</b>	<b>Leverage Funds</b>
Equipment (entire project)				
Lead Entity Indirect Costs				
<b>Workforce Development and Economic Opportunities Plan Total</b>				

Displacement Avoidance Plan			Lead Entity:	
Plan Description:				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
Equipment (entire project)				
Lead Entity Indirect Costs				
<b>Displacement Avoidance Plan Total</b>				

Indicator Tracking Plan			Lead Entity:	
Plan Description:				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
<b>Indicator Tracking Plan Total</b>				

**Budget and Schedule of Deliverables for Stand-alone Leverage Projects**

<b>Leverage Project # and Name</b>	<b>Lead Entity</b>	<b>Description</b>	<b>Timeline</b>	<b>Leverage Funds</b>
#L1				
#L2				
#L3				
#L4				
#L5				

## **EXHIBIT C – SPECIAL TERMS AND CONDITIONS**

### **PART 1 – Transformative Requirements**

#### A. Community Engagement

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

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

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

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

#### B. Displacement Avoidance

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

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

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

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

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

#### C. Workforce Development and Economic Opportunities

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

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

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

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

#### D. Climate Adaptation and Resiliency

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

Grantee will implement climate adaptation measures at the Project-level to address risks on vulnerable populations; and

Grantee will implement climate adaptation measures at the Project-level to increase resiliency and functionality of proposed infrastructure projects.

#### E. Indicator Tracking and Reporting Requirements

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

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

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

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

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

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

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

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

**Frequency:** Grantee must continuously track (as relevant) the indicators and report on them annually to the Evaluator and the SGC. Prior to project completion, Grantee will report on progress, such as "X number of housing units are in the X stage of development." Upon project completion, Grantee will report a final number.



Collaboration: Grantee must help the Evaluator track additional indicators to complete their evaluations. These additional indicators will be determined during project implementation. For example, the Evaluator will design surveys with feedback from Grantee; then Grantee--through TCC Project activities--should distribute surveys to community members, and the Evaluator will analyze the survey results. The Evaluator will work with Grantee to stay within the budgeted time and resources for tracking indicators agreed upon signing this Grant Agreement throughout the grant term and Performance Period.

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

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

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

## **Part 2 – Project-Specific Terms and Conditions**

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

### **A. Active Transportation**

#### *Design Specifications*

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

#### *Training and Educational Projects*

- i. Procured equipment, including bicycles and helmets, may be purchased for training and educational purposes as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion Period.
  - a. Equipment items must be within the cost limits per Exhibit A, Section 13. Payment Provisions.
  - b. Equipment items must be kept and used beyond the life of the project as part of a sustainable active transportation program, per Exhibit A, Section 29. Ownership.
- ii. Pedestrian and bicycle related educational safety materials purchased must be used for educational purposes and compensation for program participation, but not as incentives purchased for raffles, promotions, giveaways, or other similarly intended uses.

### **B. Transit and Rail Access**

#### *Transit Capital Projects*

- i. New or expanded transit facilities must support enhanced or expanded transit service or increase transit mode share as described in the Budget and Schedule of Deliverables throughout the Grant Term.
- ii. Lead Entity shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness.
- iii. Lead Entity shall submit documentation of any intergovernmental reviews, such as, but not limited to, Caltrans Local Development Intergovernmental Review of the project's environmental, land use, and zoning findings.
- iv. Service Plan
  - a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.
  - b. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating

service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

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

#### *Zero-Emission Vehicle Projects*

- i. Procured vehicles must support the system performance of the improved service lines as described in Exhibit B: Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.
- ii. Service Plan
  - a. Lead Entity must provide SGC and the Evaluation Technical Assistance team the proposed methodology for capturing increases in ridership and passenger miles traveled on the impacted service line, including methods for estimating reductions in vehicle miles traveled. Methodology must be provided within ninety (90) calendar days before initiating service. Lead Entity is strongly encouraged to address methods for capturing frequency of transfers to other transit and rail services, as applicable.
  - b. Lead Entity must provide SGC with the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within sixty (60) calendar days of Grant Agreement execution. The Lead Entity must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.
  - c. Lead Entity must provide SGC with the existing schedules and proposed changes to the affected service lines at least ninety (90) calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the work plan. The schedules should document efforts to coordinate service with other transit services.

#### C. Car Sharing and Mobility Enhancement

##### *Vehicle and Equipment Specifications*

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

- i. May be purchased or leased (2-year minimum lease period).
- ii. May be new or used.
- iii. Must be a four (4) passenger vehicle or more.

- iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.
- v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.
- vi. Must be registered in California.
- vii. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).
- viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
- ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

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

- i. Installed in commercial or residential locations.
- ii. May include ports for bicycle charging if the project design includes electric bicycles.
- iii. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.
- iv. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent (80%) capacity within thirty (30) minutes.

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

- i. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one (1) per bicycle, as applicable.
- ii. Purchase bicycle locking stations, no more than one (1) per bicycle, as applicable.
- iii. May purchase bicycle helmets for use of electric bicycle.

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

#### *Program Requirements*

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

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

- a. Possess a current driver's license.
- b. Meet minimum requirements to drive a project vehicle as required by Lead Entity and the insurance provider, to be developed in conjunction with SGC.
- iii. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).
- iv. Participants become ineligible upon any of the following events:
  - a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.
  - b. Vehicle driver's license lapses or is revoked.
  - c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Lead Entity.
  - d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the discretion of Lead Entity or SGC.
  - e. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Lead Entity.
  - f. Non-compliance with project requirements, at the discretion of Lead Entity or SGC.

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

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

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

- i. Identify participant data that is confidential and develop measures to keep this data confidential.
- ii. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.
- iii. Develop and enforce security measures to safeguard Project database(s).
- iv. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

#### D. Solar Installation and Energy Efficiency

##### *Single-Family Residences*

- i. Single-family homes occupied by property owners are eligible for energy efficiency and Solar Photovoltaic (PV) installations. Single-family homes occupied by tenants are eligible for only energy efficiency installations.
- ii. Lead Entity must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of

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

- iii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- iv. The following types of buildings will not be eligible for installations:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;
  - c. Buildings that are structurally unsound or condemned;
  - d. Buildings under a legal cloud or importuned by illegal activity;
  - e. Buildings that have been modified under the Low-Income Weatherization Program (LIWP), the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.
- v. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.
- vi. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- vii. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- viii. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- ix. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

### *Multi-Family Residences*

- i. Multi-family properties must demonstrate at least 66 percent of households residing at the property meet the household income eligibility requirements to be eligible for Solar PV or energy efficiency installations. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements.
- ii. Lead Entity must ensure that the property owner or manager certify that the rents for the qualified low-income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Lead Entity must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66 percent of households residing at the property meet the income eligibility requirements. Lead Entity must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building as a result of upgrades, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.
- iii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- iv. The following types of buildings will not be eligible:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. Buildings with significant energy efficiency upgrades installed within the previous five (5) years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;
  - c. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;
  - d. Buildings that are structurally unsound or condemned;
  - e. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;
  - f. Buildings under a legal cloud or importuned by illegal activity;
  - g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.
  - h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:
    - (i) Solar Water Heating
    - (ii) Solar PV

- iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

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

- i. Energy efficiency measures must be replacements of inefficient measures and eligible per these Guidelines.
- ii. Lead Entity must keep records of project assessments, certifications, and compliance. Lead Entity may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:
  - a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;
  - b. Property owner consent to receive energy efficiency and/or Solar PV installations;
  - c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;
  - d. Confirmation that property owner has been informed of potential hazardous materials exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;
  - e. Documentation that a building assessment has been completed (pre-and-post project completion).
  - f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;
  - g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;
  - h. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;
  - i. Documentation of trainings taken by certified renovators (per RRP), as applicable;



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

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

- i. The Lead Entity is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the CSD LIWP Measure Standards. SGC will provide the Grantee with a reference document.
- ii. The Lead Entity must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards.
  - a. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Lead Entity should retain records of all complaints, and how they were resolved, in the event of an audit.

*Deferral Policy for both Single- and Multi-Family Residences*

- i. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:
  - a. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.
  - b. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).
  - c. Evidence of significant infestation of rodents, insects, and/or other vermin is present.
  - d. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.
  - e. Building is condemned, is under remodeling or rehabilitation, or has structural issues.
  - f. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)
  - g. Building is pre-1978 construction and paint is seriously degraded and/or damaged, creating a hazardous condition with paint chips or dust.

- h. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.
  - i. Occupant has a known health condition/s that would be made worse by installation activities.
  - j. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.
  - k. Property owner refusal of combustion appliance safety (CAS) testing
  - l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.
  - m. Property owner is uncooperative, abusive, or threatening to installation personnel.
  - n. Illegal activities are taking place in the property.
- ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

*End-of-Life Notification Policy for Third-Party Ownership Agreements*

- i. Lead Entity must make a good faith effort to ensure notifications and instructions on the end-of-life options are provided to the property owner via multiple communication channels. Lead Entity and third-party ownership (TPO) subcontractors shall not automatically renew the solar installation agreement or charge automatic payments to homeowners until this good faith effort to notify property owners has been completed according to the plan outlined below:
  - a. Lead Entity must notify the property owner using at least two different forms of communication, such as email, telephone, and/or a written letter. The chosen communication forms will be dependent on availability of contact information and communication preferences of the client, including language preferences or any necessary accommodations. Lead Entity must ensure the notification process starts at least 60 calendar days prior to the end of the solar installation agreement which provides and allows for free repairs, insurance, and warranties during a specific agreement term (e.g., 20 to 25 years), at the end of which the ownership turns over to the TPO entity.
  - b. If contact is not established with the property owner through the process identified above within 30 calendar days prior to the expiration of initial solar installation agreement term, Lead Entity must attempt to make contact in-person with the property owner. Notification in-person will consist of either one visit to the home with a written notification left at the home if contact isn't made with the property owner, or, a notification via certified mail requiring a signature from the property owner. Lead Entity will make a good faith effort to carry out more than one attempt of in-person notification.

- c. If, after Lead Entity has taken all of the above-required actions and the property owner has not responded or is unable to be found or contacted, the property owner's solar agreement shall be automatically renewed in accordance with the original solar installation agreement and the property owner shall continue to be subject to all of the terms and conditions of that agreement.
- ii. In the event of a change in ownership, the original solar installation agreement signed by the homeowner should be made available to any future owner of the home through the real estate disclosures and transfer process.

#### E. Water Efficiency

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

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

##### *Water-Energy Projects*

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

##### *Turf Replacement Projects*

- i. Converted landscapes may only include low water use, drought-tolerant, or California native plants. The Water Use Classification of Landscape Species list (<https://ucanr.edu/sites/WUCOLS/>) or local plant lists may be used to make this selection.
  - a. The foregoing notwithstanding, converted landscape may also include food-producing trees (excluding palms), shrubs, vines, and perennial plants.
  - b. At least one tree, existing or new, must be incorporated into the converted landscape.
  - c. Live or synthetic turfgrass is not allowed in the converted landscape
  - d. Plants listed on the California Invasive Plant Council inventory at time of landscape conversion may not be installed.
- ii. Irrigation systems must be water efficient and may be either drip irrigation, micro-spray irrigation, or hand watering.
- iii. Exposed soil surfaces must be covered with mulch. Mulch includes organic material, rock, or decomposed granite. Decomposed granite must be limited to 25% or less of the surface area.
- iv. Hardscape and permeability requirements:
  - a. Impervious decks or patios are not allowed as part of the converted landscape.
  - b. Structures such as outbuildings or sheds are not allowed as part of the footage of the converted landscape.

- c. Paving stones, pavers, and brick patios are permitted, but must be filled with loose sand. No concrete or impermeable grouting may be used to affix the pavers in place.

## F. Urban Greening and Green Infrastructure

### *Urban Greening*

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

- i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.
- ii. Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees (“CAL FIRE”), available at [http://calfire.ca.gov/resource\\_mgt/downloads/CALFIRE\\_Nursery\\_Standards\\_and\\_Specs11\\_12.pdf](http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf). Trees requiring replacement per CAL FIRE must be made at the Lead Entity’s cost.
- iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at <http://cal-ipc.org/plants/inventory>, and include native, low-water, drought-resistant, and climate appropriate vegetation.
- iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources’ Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at <https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEL09-10-09.pdf>
- v. Lead Entity must conduct due diligence to adhere to best management practices for:
  - a. Researching any proposed site’s history and potential range of contaminants (e.g. lead or other heavy metals) and/or other hazards present;
  - b. Determining any potential risk to human health based on potential range of contaminants and/or other hazards present;
  - c. Determining appropriate methods for site testing, clean-up, and exposure-management, as applicable; and
  - d. Providing documentation of public education regarding potential range of contaminants and/or other hazards present on site, and methods employed to minimize public exposure.
- vi. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.
- viii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.

- ix. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- x. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- xi. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity's cost in such a way that is consistent with this agreement.
- xii. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.
- xiii. Lead Entity must prepare and submit to SGC a long-term maintenance plan for all trees and plants for a minimum of five (5) years after project completion and strategies for pursuing long-term maintenance after the 5-year post-project completion period.

#### *Green Infrastructure*

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

- i. Project elements must demonstrate a stormwater capture and/or water conservation function. Projects may not require additional use of water and will use water efficient systems, if applicable.
- ii. The minimum useful life of any constructed green infrastructure shall be 20 years.
- iii. Long-term operation and maintenance plans will adhere to the template provided by the California Water Boards, as applicable. The template is available at [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/storms/template\\_agreement\\_files.html#om\\_plan\\_templates](https://www.waterboards.ca.gov/water_issues/programs/stormwater/storms/template_agreement_files.html#om_plan_templates).

#### G. Health and Well-Being

##### *Food Access*

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

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

- e. For additional resources, refer to the University of California, Agriculture and Natural Resources Urban Agriculture website:  
[https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil\\_Contaminants\\_and\\_Soil\\_Testing/](https://ucanr.edu/sites/UrbanAg/Production/Soils/Soil_Contaminants_and_Soil_Testing/)
- ii. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic pesticides, pest management, and fertilizers (e.g. compost, manure) may be used.
- iii. Lead Entity must develop a clear site management protocol that includes, but is not limited to:
  - a. A statement of purpose and description of the site
  - b. A map of garden plots and green space
  - c. Management structure and decision-making processes
  - d. Process for determining the use of the site such as, but not limited to:
    - (i) Identifying and selecting participants for garden plots and equitably distributing plots when demand is greater than supply.
    - (ii) Length of participation for garden participants
    - (iii) Reservation of community space for classes or gatherings
  - e. Code of conduct and general rules
  - f. Procedures if participants are not in compliance with code of conduct and/or general rules
- iv. Management protocol must be made accessible to the public in multiple formats (e.g. online, electronic copies, paper copies, etc.) and languages, as requested by the community.
- v. Project must include an on-site sign that includes hours of operation and contact information, in addition to other signage requirements consistent with Section 52. Publicity.
- vi. Project must ensure food purchased, provided, or made available is healthy. This includes increasing access to fresh, healthy, locally sourced fruit and vegetables, as well as other healthy products.
- vii. Project must develop nutrition standards in their programming, which includes but is not limited to the following activities:
  - a. Assessing the environment in relation to nutrition standards and/or client impact.
  - b. Implementing nutrition standards in programming (in the form of new or strengthened policy and/or system changes) for food and beverages served, sold, or distributed in a variety of settings including meals, snacks, vending, distribution, nutrition assistance, or other sales. The guidelines should support balanced eating

patterns and healthy body weight, address California SNAP-Ed Goals, and be consistent with the Dietary Guidelines for Americans.<sup>1</sup>

#### *Parks, Open Space, and Recreation Access*

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

- i. The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.
- ii. Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees (“CAL FIRE”), available at [http://calfire.ca.gov/resource\\_mgt/downloads/CALFIRE\\_Nursery\\_Standards\\_and\\_Specs11\\_12.pdf](http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf). Trees requiring replacement per CAL FIRE must be made at the Lead Entity’s cost.
- iii. If the project includes habitat restoration or landscaping, the plant palette must exclude the use of invasive plants listed in the California Invasive Plants Inventory, available at <http://cal-ipc.org/plants/inventory>, and include native, low-water, drought-resistant, and climate appropriate vegetation.
- iv. If the project includes landscaping, project shall be consistent, as applicable, with the Department of Water Resources’ Model Water Efficient Landscape Ordinance (California Code of Regulations, Title 23. Waters, Division 2. Department of Water Resources, Chapter 2.7), available at <https://water.ca.gov/LegacyFiles/wateruseefficiency/docs/MWEL009-10-09.pdf>
- v. The planting location of trees and vegetation must be strategically selected to avoid removal due to any planned future construction.
- vi. Projects may not use neonicotinoid-treated seeds or plantings, neonicotinoid pesticides, or synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.
- vii. Projects may not include root barriers, decorative tree grates, or decorative tree guards.
- viii. Project may not include inefficient irrigation valves, pumps, sprinkler control timers, or over costly and elaborate irrigation systems.
- ix. Projects that require tree removal or replacement must result in a net positive number of trees. Only the net number of trees may be quantified for GHG emission reduction quantification.
- x. If trees funded by this grant are removed for any reason, they must be replaced at the Lead Entity’s cost in such a way that is consistent with this agreement.

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<sup>1</sup> For additional resources related to nutrition education and obesity prevention, refer to the California Department of Public Health website: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/HelpfulLinks.aspx>

- xi. Lead Entity must provide care for all trees and plants (including replacement) during an establishment period of a minimum of three (3) years after planting.
- xii. Lead Entity must prepare and submit to SGC a long-term maintenance plan for all trees and plants for a minimum of five (5) years after project completion.



**EXHIBIT D – Attachments**

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

## **Attachment D-2: Transformative Plan Summary**

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

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

[SUMMARIES WILL BE INSERTED PRIOR TO EXECUTION]

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

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[TO BE PRINTED ON GRANTEE LETTERHEAD]

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

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

Grantee:		Grant Number:	
TCC Project Name:		Round #:	
Period #:	Reporting Period Dates:	[START DATE]	[END DATE]
Authorized Signatory: (Name)		(Position)	
By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.			
Signature:		Date:	

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

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

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

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

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

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
**BIMONTHLY PROGRESS REPORT**

Grantee:		Grant Number:	
TCC Project Name:			Round #:
Period #:	Reporting Period:	[Start Date] to [End Date]	
Authorized Signatory: [Name]		[Position]	
<p>By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.</p>			
Signature:		Date:	

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

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

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

Description of Work Completed	Grant Funds Spent

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

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



TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
**ANNUAL PROGRESS REPORT**

Grantee:		Grant Number:	
TCC Project Name:			Round #:
Period #:	Reporting Period: [Start Date] to [End Date]		
Authorized Signatory: [Name]		[Position]	
<p>By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement. By signing this progress report, I also certify the information provided in the following annual deliverables:</p> <ul style="list-style-type: none"> <li>• Annual Leverage Funding Report</li> <li>• Annual Equipment Inventory Record</li> <li>• Annual Detailed Budget</li> </ul>			
Signature:		Date:	

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

**Success Stories and Lessons Learned**

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

**Challenges and Areas for Improvement**

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

4. Discuss any challenges experienced while implementing the grant.
5. Describe any issues faced when working with the technical assistance providers and/or program evaluation consultants.

- Describe any concerns related to administering the grant and/or working with State.

**Leverage Projects**

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

**Additional TCC-Related Investments**

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

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

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM  
ANNUAL LEVERAGE FUNDING REPORT

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

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

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

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

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

**Attachment D-4: Reporting Schedule**

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

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

The Performance Period will vary for each Funded Project and will begin immediately after each Funded Project is completed, if applicable (see Section 1, Definitions). If the Grantee has fulfilled all requirements for the Project Completion Period and Performance Period, the CARB and SGC Indicator Tracking may terminate earlier than November 2025.

[Note: This table is based on a Round 3 timeline and will be updated for Round 4 grantees prior to execution.]

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

REPORTING PERIOD		BIMONTHLY PROGRESS REPORT	ANNUAL REPORTS (Progress, Indicators, Leverage Funding, Equipment Inventory)	DETAILED BUDGET	DUE DATE
START	END				
September 1, 2023	October 31, 2023	X			November 30, 2023
November 1, 2023	December 31, 2023	X			January 31, 2024
January 1, 2024	February 28, 2024	X			March 31, 2024
March 1, 2024	April 30, 2024	X			May 31, 2024
May 1, 2024	June 30, 2024	X			July 31, 2024
July 1, 2024	August 31, 2024	X	X – All Annual Reports (Covers July 1, 2023 – June 30, 2024)	X	September 30, 2024
September 1, 2024	October 31, 2024	X			November 30, 2024
November 1, 2024	December 31, 2024	X			January 31, 2025
January 1, 2025	February 28, 2025	X	X – All Annual Reports plus FINAL REPORT (Covers July 1, 2024 – End of Project Completion Period)	N/A	March 31, 2025
July 1, 2024	June 30, 2025		X Annual Progress, Indicators, and Leverage Funding Reports Only	N/A	September 30, 2025
July 1, 2025	November 30, 2025		X Annual Progress, Indicators, and Leverage Funding Reports Only	N/A	December 31, 2026

**Attachment D-5: Indicator Tracking Tables**

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

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

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

**General Indicators for all Active Transportation Projects**

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



**General Indicators for all Transit and Rail Access Projects<sup>2</sup>**

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

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

**General Indicators for all Car Sharing and Mobility Enhancement Projects**

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

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

**General Indicators for all Urban Greening and Green Infrastructure Projects**

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

**General Indicators for all Health and Well-Being Projects**

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

**General Indicators for Community Engagement Plan (CEP) for a Specific Project and overarching TCC Project Area**

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

**General Indicators for Displacement Avoidance Plan (DAP)**

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

**General Indicators for Workforce Development and Economic Opportunities Plan (WDEOP) for a Specific Project and overarching TCC Project Area**

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

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

<sup>4</sup> Final list of training quality and access metrics will be provided in a supplemental form.



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

**Attachment D-6: Authorized Signatory Template**

**AUTHORIZED SIGNATORY FORM**

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

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**Grantee Authorized Signatory:**

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

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

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**Delegated Authorized Signatories:**

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

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

**Document(s) Authorized to sign:**

- All Grant Related Documents **or**  Grant Agreement
- Grant Amendments  Budget Amendments  Reports
- Invoices  Other \_\_\_\_\_

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

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

**Document(s) Authorized to sign:**

- All Grant Related Documents **or**  Grant Agreement
- Grant Amendments  Budget Amendments  Reports
- Invoices  Other \_\_\_\_\_

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

[ATTACHED DOCUMENT]

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

[ATTACHED DOCUMENT, TO BE FINALIZED BY GRANTEE]