

## **Sample Grant Agreement: Regional Climate Collaboratives Program Round 2**

**Please note that this is a sample grant agreement for illustrative purposes only. SGC reserves the right to modify the grant agreement presented to awardees during the Post-Award Consultation phase.**

### **Exhibit A, Scope of Work**

#### **1. The Purpose of this Agreement**

The purpose of this exhibit and all following exhibits and attachments (hereafter collectively referred to as the “Grant Agreement”) is to memorialize the terms and conditions related to the California Strategic Growth Council’s (“SGC”) award of grant funds to [GRANTEE NAME], (“the Grantee”).

The grant funds were appropriated by the State’s 2021-2022 Budget [Senate Bill (SB) 170 (Skinner, 2021)] to fund the Regional Climate Collaboratives Program (“RCC”) as established by SB 1072 (Statutes of 2018, Leyva). RCC was created to assist under-resourced communities within a region to access statewide public and other grant moneys. The four RCC Program Objectives include: developing actionable plans and projects; building social infrastructure; centering community engagement and decision-making; and developing equity centered processes.

RCC is administered by SGC, which is housed within the Governor’s Office of Planning and Research (“OPR”). The Grant Agreement will be executed between the Grantee and SGC. SGC will grant to Grantee, a sum not to exceed [INSERT AMOUNT] Dollars and [INSERT AMOUNT] Cents [\$ INSERT AMOUNT], upon and subject to the terms of this Grant Agreement and consistent with the terms of the RCC Round 2 Guidelines. SGC and Grantee are collectively referred to as “Parties.” “Co-applicants” identified in the RCC application are referred to as “Partners,” but are not parties to this Grant Agreement.

#### **2. The Project is Defined by the Application and Award Letter**

SGC adopted the final Round 2 RCC Guidelines for this Grant Agreement on June 29, 2023 (hereafter referred to as “Grant Guidelines” or “Guidelines”). In accordance with the Guidelines, Grantee applied to and on [INSERT DATE] SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter ([Attachment 2](#)). This will be referred to as the “Project” throughout this Grant Agreement.

The term of this Grant Agreement will commence on the date that all parties have signed the Grant Agreement and will conclude [INSERT] (hereafter referred to as “Grant Term”). All work

outlined in the Project must be completed within thirty-six months (three years) of executing the Grant Agreement.

### 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 thirty-six months after the grant agreement is executed. The Performance Period starts immediately after to allow the Grantee to collect and report data on project deliverables that are completed toward the end of the Project Completion Period. The entire grant term, including the Project Completion Period and Performance Period, ends [Month/Date], 2027, unless otherwise terminated or amended. Grantee 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

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

Grantee’s Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)). Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the SGC in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

### 5. Project Representatives

The project representatives are the primary contacts for the SGC and Grantee. The project representatives during the Grant Term (hereafter referred to as “Project Representatives”) are set forth below:

#### SGC

Name	Title	Email	Phone Number

#### Grantee

Name	Title	Email	Phone Number

SGC and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or SGC shall be made by providing seven (7) business days advance written notice to the other party. The written notice shall be sent as an email attachment that will be filed with the Grant Agreement.

## **6. Grantee Responsibilities**

SGC will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using the grant funds only as set forth in this agreement and Grant Application.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance the Work Plan ([Attachment 3](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 4](#).
- C. Submitting advanced pay request forms and invoices for reimbursement using the templates provided and including any supporting documents.
- D. Submitting three Annual Reports, using the template provided by SGC.
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with all applicable statutes, rules, and regulations.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C](#) , and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

## **7. Grant Agreement Number**

- A. The grant number for this agreement is **[INSERT]**.

## **8. Document Submission**

Grantee must use the SGC provided online submission platform and email unless this Grant Agreement specifically requires that the document be sent by mail. All emails must contain the [Insert Grant Agreement Number] and Grantee's name in the subject line.

## **9. Reporting Requirements**

- A. Grantee will submit progress reports to accompany invoices.
- B. At designated points throughout the fiscal year, the RCC staff will evaluate progress against goals and objectives, discuss new strategies to improve program outcomes, and align available funding to maximize results for the state.
- C. Grantees will submit three annual reports, one for each year of the grant term. Grantees will use the reporting template provided by SGC.

## Attachment 1: Authorized Signatory Form

### AUTHORIZED SIGNATORY FORM

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

#### Grantee Authorized Signatory:

**Name:**

*(Type or Print Name)*

**Title:**

**Signature:**

**Date:**

#### Delegated Authorized Signatories:

**Name:**

*(Type or Print Name)*

**Title:**

**Signature:**

**Date:**

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

All Grant Related Documents **or** Grant Agreement  
Grant Amendments, Budget Amendments, Reports  
Invoices and/or Advanced Pay Request Form  
Other \_\_\_\_\_

**Name:**

*(Type or Print Name)*

**Title:**

**Signature:**

**Date:**

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

All Grant Related Documents **or** Grant Agreement  
Grant Amendments, Budget Amendments, Reports  
Invoices and/or Advanced Pay Request Form  
Other \_\_\_\_\_

## **Attachment 2: Award Letter**

[Insert Award Letter here.]

DRAFT

**Attachment 3: Workplan**

[Insert workplan here.]

DRAFT

## **Exhibit B, Budget Detail and Payment Provisions**

### **1. Payment**

- A. To receive payments of grant funds, Grantee must adhere to the advanced payment and reimbursement provisions.
- B. Upon receipt and approval of a detailed advanced payment request form and an itemized invoice and required supporting documentation, SGC will disperse funds in accordance with the rates specified in the Budget Detail Cost Sheet ([Attachment 4](#)). Work performed must be described in the progress reports.
- C. SGC will withhold payment of the final five percent (5%) of the final invoice until SGC staff determine that the requirements of the RCC Project have been fulfilled in accordance with this Grant Agreement. This retention policy will not apply to Grantee Costs.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

### **2. Advanced Payment**

- A. SB 1072 authorizes SGC to provide advance payments of RCC grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems. No more than 25% of the total amount of the grant award can be provided through advance pay, unless otherwise deemed necessary by SGC.
- B. To receive advance payments under an RCC grant award, Grantee must demonstrate the following:
- i. The advance payments are necessary to meet the purposes of the grant project.
  - ii. The use of the advance funds is adequately regulated by grant or budgetary controls.
  - iii. The Grantee:
    - Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Review Service;
    - Agrees to revert all moneys to SGC if they are not liquidated within the timeline specified in the Grant Agreement;
    - Submits a spending plan to SGC for review prior to receiving the advance payment;
    - The spending plan shall include project schedules, timelines, and milestones;
    - SGC shall consider the available fund balance when determining the amount of the advance payment; and
    - Reports to SGC any material changes to the spending plan within 30 days.

- iv. In the event of the nonperformance of the Grantee, SGC shall require the full recovery of the unspent moneys. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from SGC.
- v. Grantee must complete and submit to SGC for review and approval an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by SGC to Grantee after the grant execution.
- vi. SGC may provide an advance of the direct project costs of the grant if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed Grantee's interim cash needs.
- vii. Grantee assumes legal and financial risk for the advance payments.
- viii. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in this Grant Agreement and the RCC Guidelines.
- ix. Grantee shall report to SGC the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with this Grant Agreement.
- x. Grantee shall remit to SGC any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion of the appropriation.

### 3. Invoices

A. Grantee will be paid on a reimbursement basis for the funds not dispersed through advance pay. Partners must invoice Grantee before Grantee submits an invoice to SGC. RCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the RCC Partnership Agreement.

B. Grantee must submit the invoices to the online submission platform. Following submission, Grantee must email the Invoice (PDF) to [AccountsPayable@OPR.CA.GOV](mailto:AccountsPayable@OPR.CA.GOV) and copy the Grant Manager identified by SGC on the email as well. Include the and Grantee's name in the subject line.

B. Grantee shall submit invoices quarterly, in arrears, to the Grant Manager. A request for payment shall consist of:

- i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the SGC certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
- iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.



C. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the SGC but should be retained by Grantee in the event of an audit.

D. At any time, the SGC may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

E. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC.

F. The final invoice for each Project should include a request for reimbursement of any retention withheld throughout the Project Completion Period. A. 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.

i. 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.

ii. 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.

G. The final invoice for the Project should include a request for reimbursement of any retention withheld throughout the Project Completion Period.

#### **4. Invoice Dispute**

A. SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Grant Agreement, RCC Guidelines, and/or any other statutory requirement. All disputes, resolutions, 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 insufficient or incomplete within fifteen (15) business days of receiving the materials.

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

iii. If Grantee files a dispute, the dispute statement must contain a concise description of the dispute, along with any supporting documentation.

- Grantee and relevant parties must attempt to negotiate a resolution to the dispute.
- SGC will present a dispute resolution within fifteen (15) business days of receiving Grantee's dispute statement.

iv. 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.

- Grantee and relevant parties must attempt to negotiate a resolution to the appealed dispute.
- SGC will respond to the appeal statement within fifteen (15) business days of receiving Grantee's appeal statement.

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

## **5. Budget Contingency Clause**

A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SGC shall have the option to either cancel this Grant Agreement with no liability occurring to SGC or offer an amendment to reflect the reduced amount.

## **6. Cost Principles**

A. All costs to be reimbursed must be consistent with the Guidelines.

**Eligible Costs:** Grantee should refer to Section III of the RCC Guidelines for eligible cost requirements. To the extent that the provisions of this Section may conflict with the RCC Guidelines, this Section takes precedent.

- i. 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 thirty percent (30%) of the awarded RCC 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.
- ii. Direct costs will be reimbursable with RCC 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. 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.
- iii. 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 SGC and State of California for any liabilities resulting from such travel.
- iv. Community Engagement costs that advance implementation of the RCC Project.
- Ineligible Costs:**
- i. Indirect costs in excess of thirty percent (30%) of the awarded RCC funds.
  - ii. Community Engagement costs that include:
    - (i) Participant incentives, such as door prizes
    - (ii) Stipends provided without documentation of work completed
    - (iii) General Meetings that do not specifically discuss or advance implementation of the RCC Project
  - iii. Additional ineligible costs
    - (i) Direct or indirect construction 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 RCC 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
- (xvi) Equipment that cannot be classified as tools, software, and/or subscriptions, such as vehicles, heavy-duty machinery, and construction supplies.

B. All costs to be reimbursed must be reasonable, as defined below.

- ii. 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.
- iii. 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.

C. SGC will reimburse Grantee only for actual expenses incurred during the Grant Term, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

## 6. Travel Reimbursement

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

A. The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines.

- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 3](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

## **7. Work Plan and Budget Modifications**

- A. Grantee must keep the Work Plan ([Attachment 3](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date.
- B. Changes of up to twenty percent (20%) between tasks in the budget shall be made by providing a written request to the SGC before submission of the affected invoice and shall be effective upon written approval from the Grant Manager.
- C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing a written request to the SGC before submission of the affected invoice and shall be effective upon written approval from the Grant Manager.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#), including:
  - i. Changes of more than twenty percent (20%) between tasks in the budget
  - ii. Elimination or alteration of tasks or deliverables
  - iii. Change in Partners

## **8. Amendments**

- A. This section applies to any changes to this Grant Agreement, notwithstanding the following:
  - i. Changes to the Authorized Signatory Form ([Attachment 1](#)) as set forth in Exhibit A, Section 3.
  - ii. Changes to Project Representatives as set forth in [Exhibit A, Section 4](#).
  - iii. Changes to the Work Plan ([Attachment 3](#)) and Budget Detail Worksheet ([Attachment 4](#)) as set forth in [Exhibit B, Section 7](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Requests for amendments must:
  - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file.
  - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.

Strategic Growth Council – Regional Climate Collaboratives Program Grant – Round 2  
[Grant Agreement Number], [Grantee Name]

- iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
- v. Include a copy of the document(s) requested for amendment that shows the requested changes.

D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) business days from receipt of request to approve or deny the request for amendment and will include the reason for the decision.

E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

DRAFT

**Attachment 4: Budget Detail Worksheet**

[Insert budget pages from the Applicant Workbook.]

DRAFT

**Attachment 5: Advanced Payment Request Form**

[Insert Advanced Payment Request Form.]

DRAFT



**Attachment 6: Invoice Template**  
**[TO BE PRINTED ON GRANTEE LETTERHEAD]**

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

REGIONAL CLIMATE COLLABORATIVES PROGRAM  
**GRANT - REGULAR INVOICE**

Grant Number:  
Grantee:  
RCC Project Name:

Invoice #:  
Reporting Period Dates: [START – END DATE]

*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.*

Authorized Signatory: [NAME, POSITION]  
Signature:  
Date:

**Total Invoice Overview Table**

<b>RCC Project Cost Categories</b>	<b>Amount</b>
Staff	
Consultants	
Travel	
Tools, Subscription, Software	
Engagement, Outreach, Education, & Training	
Peer Learning	
Evaluation	
Collaborative Partnership Structure set-aside (if applicable)	
Indirect Costs	
<b>Total requested this period</b>	
<b>Cumulative spending to date</b>	
<b>Balance</b>	

## Attachment 7: Invoice Reporting Template

### REGIONAL CLIMATE COLLABORATIVES PROGRAM REGULAR INVOICE REPORT

Grant Number:  
Grantee:  
RCC Project Name:

Invoice #:  
Reporting Period Dates: [START – END DATE]

*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.*

Authorized Signatory: [NAME, POSITION]  
Signature:  
Date:

Summarize progress made on RCC strategies and associated tasks completed by the Grantee during the reporting period:

[INSERT Strategy # and Tasks]

- Describe work completed
- Use bullet points and be succinct
- **Bold any deliverables or evidence of work submitted**

## **Exhibit C, General Terms and Conditions**

### **1. Approval**

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

### **2. Independent Grantee**

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

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the SGC in the form of an amendment pursuant to the process set forth in Exhibit B, Section X.

### **3. Partners and Subcontractors**

SGC's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors as identified in the Budget Detail Worksheet ([Attachment 4](#)) 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. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

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

### **4. Records Retention**

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

B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

### **5. Audit**

A. The Project is subject to audit by the State of California during the Grant Term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant

Strategic Growth Council – Regional Climate Collaboratives Program Grant – Round 2  
[Grant Agreement Number], [Grantee Name]

Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the Project is selected for an audit or review by SGC, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of SGC to audit records and interview staff in any partnership agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

C. Partners and subcontractors employed by Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

## **6. Indemnification**

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

## **7. Unenforceable Provision**

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

## **8. Waiver of Rights**

A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.

B. Grantee waives all claims and recourses against SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of SGC, its officers, agents, and employees.

C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

## **9. Compliance with State Law and Regulations**

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

### **10. Non-Discrimination Clause**

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

### **11. 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.).

### **12. 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).

### **13. 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.

#### **14. 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.*

#### **15. Timeliness**

Time is of the essence in this Grant Agreement. SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

#### **16. Ownership**

**A. Publicity:** Grantee shall include the SGC logo and reference to the RCC Program on materials developed as part of the RCC Project.

#### **B. 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 confirm with their Grant Manager if the State would like to review any publications, presentations, and other public releases resulting from work performed under this Agreement and the time the State needs to review if so, before publication. This process is an opportunity for review by SGC for consistency with the RCC program and is not intended to act as an approval process prior to release of the publication, presentation, or other public release. During the agreed upon dates 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 an agreed upon number of calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Grantee. Within the review period, the State may provide feedback to the Grantee; the Grantee will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.
- iii. Tribal data and Traditional Ecological Knowledge may be excluded from all project deliverables to ensure confidentiality.

#### **C. 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 Grant 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.

Strategic Growth Council – Regional Climate Collaboratives Program Grant – Round 2  
[Grant Agreement Number], [Grantee Name]

- 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. 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 (including project deliverables) 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.

## **17. Insurance Requirements**

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

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

C. Grantee must ensure the following insurance policies are obtained and kept in force for the duration of the Grant Term, with no lapses in coverage, that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in carrying out any tasks specified in this Grant Agreement: i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

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

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

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 this Grant Agreement.

E. 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.

F. 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. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

G. 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.

**18. Stop Work**

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

DRAFT



## **Exhibit D, Special Terms and Conditions**

### **1. Project Description**

[Insert description of RCC project, including reference to Project Area. The Project Area map will be incorporated as a reference in the Grant Agreement.]

### **2. Managing Partner Responsibilities**

As the Managing Partner of the [Collaborative Name], Grantee shall uphold all duties and responsibilities corresponding to the Managing Partner outlined in the signed Partnership Agreement, incorporated by reference herein as Attachment X.

### **3. Work Outside the Communities of Focus**

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

### **4. Technical Assistance**

SGC will provide implementation technical assistance (TA) to the Grantee during the Project Completion Period. The TA will include support with operational activities and project evaluation as well as provide opportunities for peer learning and networking with other grantees. During the beginning of the grant term, Grantees will have a kick-off meeting with the third-party TA team, supplied by SGC, and co-develop a TA plan for the Project Completion Period. The TA team will provide the Grantee with a menu of TA services to tailor the assistance offered. The TA plans will be designed to be iterative and flexible as needs change throughout the grant term.

## **Attachment 8: Project Area Map**

[Insert Project Area Map(s).]

DRAFT

## **Attachment 9: Signed Partnership Agreement**

[Insert copy of the final Partnership Agreement.]

DRAFT